

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Purchase Order Approval (Staff recommends approval).

REQUESTED ACTION: Approve Purchase Orders

☐ Work Session (Report Only)
☒ Regular Meeting

DATE OF MEETING: 11/22/11

☐ Special Meeting

CONTRACT: ☐ N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

Financial Services

BUDGET IMPACT:

☐ Annual
☐ Capital
☐ N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

PO Number	PO Amount	Vendor Name	PO Description
54390	\$29,500.00	Stamm MFG.	Scissor Lift Truck Bed for Road & Bridge
54478	\$56,513.89	KP Studio Architect	Architectural Services at The Villages Sumter County Service Center
54481	\$57,995.00	AD Morgan Corporation	Paint Correction Action – Jail Expansion Project
54483	\$39,734.91	Architecture Studio, Inc.	Architectural/Engineering Design Services – 1988 Jail Renovations
54486	\$131,640.62	Architecture Studio, Inc.	Architectural/Engineering Design Services – Historic Courthouse Renovation/Joint Use Parking Lot and Wayfinding Project

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

54390

TO

BUSHNELL, FLORIDA 33513-9402

10/31/11

Stamm MFG.
4850 Orange Ave.
Fort Pierce, FL 34947

DATE

Road and Bridge

DEPT.

BY

FUND

ACCOUNT NO.

QUANTITY

DESCRIPTION

UNIT PRICE

TOTAL PRICE

103-340-541-6400

1

Scissor Lift Truck Bed

\$29,500.00

\$29,500.00

sole source - see attached memo
for a detailed explanation.

TERMS:

TOTAL

\$29,500.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY:

NOTE: **ONLY ORIGINAL INVOICES**
WILL BE CONSIDERED FOR PAYMENT

DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE COPY - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF
THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: _____ DATE: _____

OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

Received 11-2-11 @

SUMTER COUNTY PUBLIC WORKS

SUMTER COUNTY, FLORIDA

319 E. Anderson Avenue • Bushnell, FL 33513 • Phone (352) 569-6700 • Fax (352) 569-6701 • Website <http://sumtercountyfl.gov>



Memo

To: Public Works
From: Robert Brown
Date: 10-25-2011
Subject: Truck Mounted Scissor Lift

In my efforts of obtaining quotes for the truck mounted highlight-scissor lift bed that will be utilized by the Road and Bridge brush crew, I was able to locate only one manufacture that produces this type of equipment. Stamm MFG in Fort Pierce, Florida manufactures and custom builds all types of aerial lifts including one that meets our high lift specifications.

I have contacted and spoken with different salesmen from various companies that offer similar products, but not the products that are suitable for this type of application which includes operators working from the platform equipment.

The required specifications for the truck mounted scissor lift are:

1. One scissor lift type bed that lifts a minimum of 82 inches from the frame of chassis.
2. 150 inches long x 95 inches wide flat bed with a none skid flooring.
3. Hand rails that are 43 inches from the bed floor with proper bracing.

The Stamm MFG quote includes the upper and lower controls, and hydraulic ports for attachments on the upper bed area to operate hydraulic saw. The quote includes installation on the Road & Bridge Department's existing 2003 -c-7500 cab and chassis.

Please note that the quote does not include the delivery and pickup of the vehicle. This task will be the responsibility of the county.



A Division of World Industrial Equipment, Inc.
"Designer & Manufacturer of Lift Equipment"



SIGNALIER

October 20, 2011

Sumter County Public Works Division
Attn: Robert Brown
319 E. Anderson Avenue
Bushnell, Florida 33513
Tel: 352-569-6700
Fax: 352-569-6701

Robert:

Stamm Manufacturing is a sole source for scissor lift truck mounted work platforms with upper/lower controls on aluminum handrails with full pressure hydraulics at the platform.

Sincerely,



Johnny Stamm
Stamm Manufacturing

JHS:ss

4850 ORANGE AVENUE • FORT PIERCE, FL 34947
(772) 461-6056 MAIN PLANT • 1-800-226-5056 IN FLORIDA • (772) 464-2716 FAX
www.stamm-mfg.com • Email: liftinfo@stamm-mfg.com



A Division of World Industrial Equipment, Inc.
"Designer & Manufacturer of Lift Equipment"



SIGNALIER

October 27, 2011

Sumter County Public Works Division

Attn: Robert Brown

319 E. Anderson Avenue

Bushnell, Florida 33513

Tel: 352-569-6700 Fax: 352-569-6701

E-Mail: robert.brown@sumtercountyfl.gov

Re: Quote

Robert:

We at Stamm Manufacturing are pleased to quote you on the following equipment:

1 - Scissor lift 85" lift with 150" flatbed painted black, 43" high aluminum rails, all controls to operate upper and lower position, lower position override upper, hydraulic tool outlet in platform for tool use;

Mounted on your chassis C-7500 furnished by purchaser, Sumter County;
No outriggers are needed with GVW 33000;

Sumter County to deliver chassis to our facility in Fort Pierce, Florida, and pick up upon completion.

Estimated time of work thirty (30) days from delivery of chassis to Stamm Manufacturing

PRICE \$ 29,500.00

If you have any questions, please let me know.

Sincerely,


Johnny Stamm
Stamm Manufacturing

JHS:ss

4850 ORANGE AVENUE • FORT PIERCE, FL 34947
(772) 461-6056 MAIN PLANT • 1-800-226-5056 IN FLORIDA • (772) 464-2716 FAX
www.stamm-mfg.com • Email: liftinfo@stamm-mfg.com

Eldridge, Ralph

From: Brown, Robert
Sent: Wednesday, October 26, 2011 1:50 PM
To: Eldridge, Ralph
Subject: FW: SCISSOR LIFT

From: Greg C. Harris [mailto:gcharris@knapheide.com]
Sent: Tuesday, October 25, 2011 11:00 AM
To: Brown, Robert
Subject: SCISSOR LIFT

Robert,

Thank for the opportunity to bid on your scissor lift. Unfortunately we cannot provide pricing for this unit. Our company does not upfit aerial equipment used for lifting people. Please keep us in mind for future purchases that do not involve this type of equipment.

Thanks again!

Greg Harris
Outside Sales Representative
Knapheide Truck Equipment S.E.
Toll Free- 800-331-2377 Mobile-727-433-1249
Fax 407-855-7127 Fax 2 727-386-5259
gcharris@knapheide.com

10/26/2011

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

54478

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

November 8, 2011

KP Studio Architect
537 NE 8th Ave
Ocala FL 34470

DATE

DEPT. Facilities Development

BY *[Signature]*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
307-010-511-6506			<p>PO# 54478 Billing address: Board of Sumter County Commissioners Facilities Development 319 E Anderson Ave Bushnell FL 33513</p> <p>The Villages Sumter County Service Center Project. Contract for architectural services approved at the 4.28.09 BOCC meeting. This amount is the balance of the FY 09/10 and FY 10/11 purchase order 53392.</p> <p>Fiscal Year 2011/2012</p> <p><i>Received 11/15/11 @ 1:05pm</i></p> <p>TERMS:</p>	56,513.89	56,513.89
				TOTAL	56,513.89

BOARD OF SUMTER COUNTY COMMISSIONERS

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AUTHORIZED BY:

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

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BY: OFFICER OR DEPT. HEAD DATE:

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- THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL
EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

ACCOUNT

Acct No: 307-010-511-6506	CONST IN PROG-CR139 SERVICE CE
Fiscal Yr: 2012	Acct Type: X Normal Bal: DB NOTES

MONTHLY INFORMATION

MONTH	ACTUALS	ENCUMBRANCE	BUDGET	BGT ADJ	STATS
OCT	TOTALS				.00
NOV	CURRENT MO: 9	YEAR-TO-DATE	FISCAL YEAR		.00
DEC	RE-ENC AMOUNT:	.00	.00		.00
JAN	BUDGET AMOUNT:	.00	.00		.00
FEB	BUDGET ADJUST:	330,000.00	330,000.00		.00
MAR	REVISED BUDGET:	330,000.00	330,000.00		.00
APR	TOTAL EXPENSES:	.00	.00		.00
MAY	OUTSTAND ENCUMB:	246,700.61	246,700.61		.00
JUN	PRE-ENCUMBRANCE:	.00	.00		.00
JUL	AVAIL BUDGET:	83,299.39	83,299.39		.00
AUG					.00
SEP	STATISTICS:	.00	.00		.00

History Totals Account DB-CR Open PO Notes UndInq UndTot BgtItms A/P-Wrk
PreEnc Print

Press space bar to continue.

PO#: 53392 Req No:

Vendor: KP STUDIO ARCHITECT, P.A.

PO LINE INFORMATION

PO Total:	207,048.64	Open Encum:	56,513.89	Paid:	150,534.75
Line Description		Qty		Price UOM	Exte
> 1. ARCHITECTURAL SVCS		1.00		207,048.640	207,048

Scroll Up, Down, Left, or Right

4-28-09
NB(f)14

☐ Work Session (Report Only) **DATE OF MEETING:** 4/28/2009
☒ Regular Meeting ☐ Special Meeting

Various

DATE: _____

AIA® Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION**
- 1.2 RESPONSIBILITIES OF THE PARTIES**
- 1.3 TERMS AND CONDITIONS**
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS**
- 1.5 COMPENSATION**

AGREEMENT made as of the 28 day of April in the year 2009
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Garry Breeden
Chairman – Board of Sumter County Commission
910 N. Main Street Suite 201
Bushnell, Florida 33513

and the Architect:
(Name, legal status, address and other information)

K.P. Studio Architect P.A.
537 NE 8th Avenue
Ocala, Florida 34470

For the following Project:
(Include detailed description of Project)

Sumter County Support Services Center CR 139
C.R. 139 Sumter County Florida

This facility will be a mix use building with a total of approximately 48,100 s.f. of space combining general government office space, including the associated ancillary area and approximately 15,286 s.f. of library space.

The Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(2036B06705)

ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

Space Program for Sumter County Support Service Center at CR 139 as prepared by Douglas L. Conway on 11/11/2008

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

§ 1.1.2.5 The financial parameters are as follows.

- 1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
\$8,000,000.00 Eight Million U.S. Dollars
- 2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:

§ 1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

Program Review 4/29/2009 – 5/19/2009; Schematic Design 5/20/2009 – 6/16/2009;
Design Development 6/17/2009 – 7/28/2009; Construction Drawings and Specifications 7/29/2009 – 10/20/2009;
Bidding / Permitting 10/21/2009 – 12/23/2009; Construction Phase 1/11/2010 – 8/20/2010; Achieve Certificate of Occupancy by August 23, 2010

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive Bid

§ 1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

The project is to be designed to minimum 'LEED' Criteria but is not required to be certified (unless modified by the owner)

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

init.

Douglas L. Conway,
Sumter County Project Manager
910 N. Main Street
Bushnell, Florida 33513

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

§ 1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

§ 1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Larry C. Krietemeyer
Architect, President
K.P. Studio Architect. P.A.
537 N.E. 8th Avenue
Ocala, Florida 34470

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

Farner Barley and Associates (Civil Engineer); Mike Pape and Associates (Landscape Architect); Andreyev Engineering (Geotechnical Engineer); Winslow Engineering Group, Inc. (Structural Engineer); and Verrando Engineering Inc. (MEP Engineer).

§ 1.1.4 Other important initial information is:

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

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User Notes:

(1801793394)

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

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§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 1.3.2.3 Except for the licenses granted in Section 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such

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Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
- .7 change in the information contained in Article 1.1.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 1.3.5 ARBITRATION

§ 1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.

§ 1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for

Int.

arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Section 1.4.2.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

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the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 1.3.8.7.

§ 1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Section 1.5.5;
- .8 other similar direct Project-related expenditures.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

(List other documents, if any, delineating Architect's scope of services.)

A.I.A. D 200

§ 1.4.1.3 Other documents as follows:

(List other documents, if any, forming part of the Agreement.)

1. KP Studio Architect – Professional Services Proposal
2. Supplementary Terms & Conditions per RFQ 127-0-2009, Addendum #5 (Attached)

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

Six Percent (6.0%) of related construction costs.

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

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§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

Position	Rate / Hour
Architect:	\$ 150.00
Associate Architect:	\$ 100.00
Interior Designer:	\$ 90.00
Senior Autocad Draftsperson:	\$ 85.00
Junior Autocad Draftsperson:	\$ 70.00
Secretary/Clerical:	\$ 55.00

Additional Services for Subconsultants shall be per Article 1.5.3.

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of One and two tenths (1.2) times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of One and two tenths (1.2) times the expenses incurred by the Architect, and the Architect's employees and consultants.

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:

Additional Services Required as listed via attached document - KP Studio Architect – Professional Services Proposal - Items VI, VII, and VIII.

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 1.5.7 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

1.5% per month

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

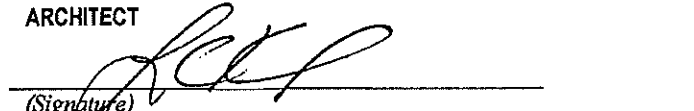
§ 1.5.9 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

OWNER


(Signature)
Garry Breeden, Chairman
(Printed name and title)

ARCHITECT


(Signature)
LARRY C. KRIETEMEYER, PRESIDENT
(Printed name and title)

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AIA Document B141™ – 1997 Part 1. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987 and 1987 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:13:18 on 04/28/2009 under Order No.1000390271_1 which expires on 03/04/2010, and is not for resale.
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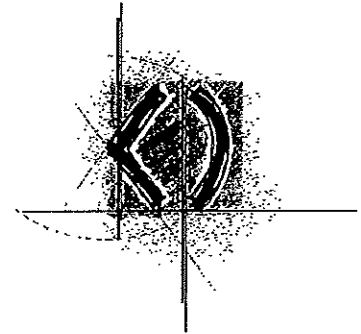
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SUMTER COUNTY SUPPORT SERVICE CENTER AT C.R. 139
Sumter County, Florida

Professional Services Proposal

(Scope Based on AIA Document D200-1995)

kp studio architect



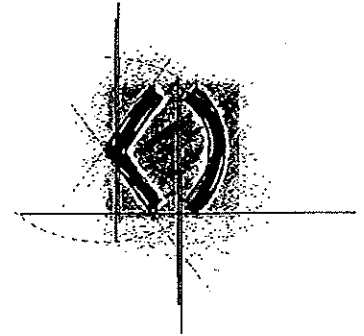
Basic Services Scopes I-V indicate fee estimate based on 6% of related construction cost. Final fee to be adjusted when actual costs are established through bidding.

Task (Scope of Work)	Proposed Fee
I. Schematic Design (15% of Basic Services) A. Develop Conceptual Space Plans & Floor Plans B. Conceptual Site Plan C. Develop Conceptual Exterior Elevations D. Develop initial opinions of probable cost E. Prepare presentation material for County's use	
Schematic Design Sub-Total	\$ 59,690.70
II. Design Development (20% of Basic Services) A. Develop architectural, structural, mechanical/electrical and civil design as defined in AIA D200. B. Update Opinion of Probable Cost C. Prepare Area Calculations (Net and Gross) D. Prepare Preliminary Project Manual E. Submit Design Development Documents to Sumter County for Review F. Confer with and obtain initial review from regulatory agencies	
Design Development Sub-Total	\$ 79,587.60
III. Construction Documents (40% of Basic Services) A. Complete architectural, structural, mechanical/electrical and civil design and construction documents as defined in AIA D200. B. Prepare Final Construction Option of Probable Cost C. Complete Project Manual D. Submit Construction Documents to Sumter County for Approval	
Sub-Total for Construction Document Services	\$ 159,175.20
IV. Bidding Phase (5% of Basic Services) A. Assist County in Public Advertisement for Bids B. Distribute Bidding Document to Bidders (if requested) C. Issue documents to plan rooms D. Conduct Pre-Bid Conference E. Evaluate RFI's, Proposed Substitutions/Product Approval and issue addenda as required. F. Assist the County in the receipt, tabulation and analysis of bids.	
Sub-total for Bid Phase	\$ 19,896.90
V. Construction Contract Administration (20% of Basic Services) A. Assist County in Award of Construction Contract B. Conduct Pre-construction Conference C. Review Submittals, Schedules, Shop Drawings, Change Orders. D. Perform Field Observations and issue reports E. Perform Pay Application, Inspections, and Certify Applications for Payment. F. Assist County in Direct Purchase process. G. Inspect the project to confirm Substantial Completion and develop punch list H. Inspect the project for Final Completion I. Obtain and review Close-out Documents for Owner's use	
Sub-total to Construction Contract Administration Services	\$ 79,587.60
Sub-total for Basic Services (estimate)	\$397,938.00

SUMTER COUNTY SUPPORT SERVICE CENTER AT C.R. 139
Sumter County, Florida

Professional Services Proposal
(Scope Based on AIA Document D200-1995)

kp studio architect



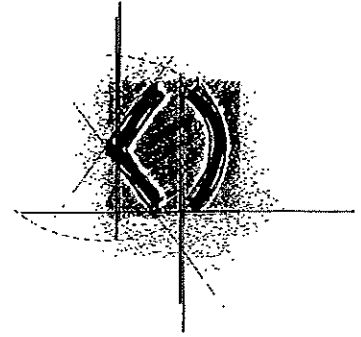
Task (Scope of Work)	Proposed Fee
ADDITIONAL SERVICES REQUIRED	
VI. Pre-Design	
A. Program Verification	
B. Needs Assessment	
Pre-Design Sub-Total	\$ 6,500.00
VII. Additional Civil Engineering Services	
A. Property Survey	\$ 10,350.00
B. Geotechnical Testing	\$ 5,932.00
C. Lift Station Design	\$ 2,500.00
D. Prepare and Submit Stormwater Permitting Documents to Sumter Co. and SWFMD. Prepare and Submit Water Distribution and Sanitary Sewer Documents to Florida Department of Environmental Protection.	\$ 7,000.00
E. Civil Permit Application Fees	\$ 7,000.00
F. NPDES Permitting and Monitoring	\$ 2,000.00
G. Prepare Civil As-Built Document for SWFMD and Sumter Co.	\$ 2,500.00
Additional Civil Services Sub-Total	\$ 38,167.00
VIII. Landscape/Irrigation Design	
A. Design & Construction Document	\$ 18,380.00
B. Construction Phase	\$ 3,682.00
Landscape / Irrigation Design Services Sub-Total	\$ 22,062.00
Sub-Total for Required Additional Services	\$ 66,729.00
Total Project Professional Services Fee Required (Estimated)	\$463,782.00

Note: As indicated the estimated fees for basic services are based on 6% of the related construction cost. Upon establishment of actual construction cost through bidding and construction, the basic services fee will be adjusted accordingly.

SUMTER COUNTY SUPPORT SERVICE CENTER AT C.R. 139
Sumter County, Florida

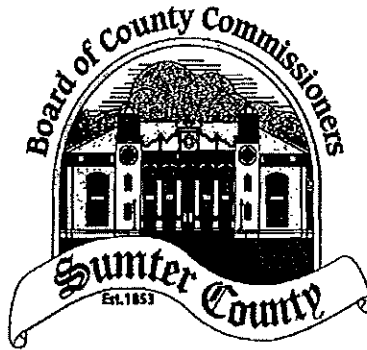
Professional Services Proposal
(Scope Based on AIA Document D200-1995)

kp studio architect



Task (Scope of Work)	Proposed Fee
OPTIONAL ADDITIONAL SERVICES	*
IX. LEED Administration Services	
<ul style="list-style-type: none"> A. Review the design for LEED certification feasibility B. Identify the appropriate LEED rating system. I.e LEED NC (single application/ multiple) vs LEED CS vs LEED CI vs LEED ND etc. C. Identify prerequisites and credits the project has achieved and clarify what needs to be done where non compliance is an issue. D. Identify and outline what needs to be done for additional credits. E. Identify Innovation in Design Credits F. Create a task matrix that identifies key players and their responsibilities as relates to LEED design and certification. G. Provide support and assistance in understanding LEED credit requirements H. Provide support to key team members in preparing letter templates. I. Guide and manage the project team throughout the entire process. J. Managed the LEED Online process. K. Review letter templates and submittals as requested. L. Assist the team in responding to comments during the review process. 	
X. Building Commissioning Services (Cx)	
(if requested by County to be incorporated as part of Professional Services)	
A. Fundamental Cx Services (Required as a prerequisite for minimum LEED certification)	*
B. Enhanced Cx Services (optional) (provides valuable LEED Certification points)	*
	*

* The fees for optional additional services for the LEED administration and commissioning services will be negotiated if requested to implement by Sumter County.



BOARD OF SUMTER COUNTY COMMISSIONERS
910 NORTH MAIN STREET
BUSHNELL, FLORIDA 33513
PHONE: (352) 793-0200 * FAX: (352) 793-0207

THE PURPOSE OF THIS AIA CONTRACT ADDENDUM IS TO PROVIDE FURTHER CLARIFICATION TO CIVIL DESIGN RELATED ACTIVITIES AS ADDRESSED IN SECTION II PROJECT DEVELOPMENT (A) SCOPE OF SERVICES AND OTHER CONTRACTUAL MATTERS.

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
AIA CONTRACT B141-1997 AND AIA D200**

SUPPLEMENTARY TERMS & CONDITIONS:

AIA B141 – 1997 DOCUMENT PART 1:

ARTICLE 1.2.2 OWNER

SECTION 1.2.2.5 UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, THE OWNER SHALL FURNISH TESTS, INSPECTIONS AND REPORTS REQUIRED BY LAW OR THE CONTRACT DOCUMENTS, SUCH AS STRUCTURAL, MECHANICAL AND CHEMICAL TESTS, TEST FOR AIR AND WATER POLLUTION, AND TEST FOR HAZARDOUS MATERIALS. THE ARCHITECT AND ENGINEERS SHALL GAIN WRITTEN PRIOR APPROVAL OF ALL TESTING AND INSPECTION COMPANIES FROM SUMTER COUNTY.

THIS STATEMENT SHALL BE REVISED TO READ "THE ARCHITECT AND ENGINEERS SHALL FURNISH ALL TESTS, ALL INSPECTIONS AND REPORTS REQUIRED BY LAW OR THE CONTRACT DOCUMENTS, SUCH AS

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STRUCTURAL, MECHANICAL AND CHEMICAL TESTS, TEST FOR AIR AND WATER POLLUTION, AND TEST FOR HAZARDOUS MATERIALS TO SUMTER COUNTY" AND SHALL BE INCLUDED AS A PART OF THE ARCHITECT'S BASE FEE STRUCTURE.

ADD THE FOLLOWING PROVISION

1.2.3.8 SUMTER COUNTY BOCC RIGHT TO REMOVE PERSONNEL FROM THE PROJECT:

IF IN SUMTER COUNTY'S OPINION ANY PERSONNEL EMPLOYED BY THE ARCHITECT OR ENGINEERS ARE CONDUCTING THEMSELVES IN A DETRIMENTAL MANNER, THE OWNER SHALL RESERVE THE RIGHT TO ISSUE A WRITTEN NOTICE TO REMOVED ANY PERSONS FROM THE PROJECT, SAID PERSON OR PERSONS WITH BE REMOVE UPON ISSUANCE OF NOTICE. IN ADDITION IF SUMTER COUNTY DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, THAT ANY ENGINEERING COMPANY IS NON-RESPONSIVE TO THE PROJECT'S OBJECTIVES, THE ARCHITECT WILL IMMEDIATELY REMOVE THAT ENGINEERING FIRM FROM THE PROJECT UPON WRITTEN NOTICE FROM SUMTER COUNTY.

THE PARTIES AGREE THAT THE FOLLOWING LANGUAGE SHALL BE ADDED TO THE TERMS OF THE AGREEMENT AS Section 1.2.3.2.A:

- COST EFFECTIVE DESIGN – THE ARCHITECT AND ITS CONSULTANTS SHALL ENDEAVOR TO PROVIDE SUMTER COUNTY WITH THE MOST COST EFFECTIVE DESIGN SOLUTIONS. IF SUMTER COUNTY DETERMINES THROUGH A PEER REVIEW THAT THE DESIGN IS NOT COST EFFECTIVE THE ARCHITECT AND THEIR CONSULTANTS SHALL REDESIGN THE PROJECT AT NO ADDITIONAL COST TO SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS. FOR EXAMPLE "THE USE OF HOSPITAL GRADE ISOLATED GROUNDS IN A TYPICAL GOVERNMENTAL OFFICE ENVIRONMENT" WOULD BE CONSIDERED INEFFECTIVE DESIGN AND SUBJECT TO THIS CONTRACT PROVISION, AND OTHERWISE CONSIDERED AN EGREGIOUS DESIGN EFFORT. THE ARCHITECT AND ENGINEERS SHALL PROVIDE TO SUMTER COUNTY A MANUFACTURE'S CATALOG SHEET FOR EACH LISTED FIXTURE TYPE IN ACKNOWLEDGEMENT OF THIS CONTRACT PROVISION.

ARTICLE 1.3.2 INSTRUMENTS OF SERVICE

ADD THE FOLLOWING PROVISION; THE INTENT OF THIS MODIFICATION IS TO ALLOW THE COUNTY TO UPDATE THE AS-BUILT DRAWING AFTER CONSTRUCTION, AND ALSO PROVIDE A BASE MAP FOR FUTURE ALTERATIONS OR MODIFICATIONS OR ADDITIONS.

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documents is met, Sumter County shall refund all milestone related deductions and pay the full amount of the original contract. The Sumter County Board of County Commissioners will retain sole and absolute authority to consent or refuse to consent to changes in the critical path schedule, once the county and architect agree to the notice to proceed date.

AIA D200 – 1995 DOCUMENTS

PAGE 10, ITEM 2 SITE ANALYSIS : SITE EVALUATION CONTAINS THE FOLLOWING STATEMENT;

"ASSIST THE CLIENT IN SECURING NECESSARY SOIL AND RELATED SITE TESTS AND REQUIRED INVESTIGATIONS."

THIS STATEMENT SHALL BE REVISED TO;

" THE ARCHITECT AND ENGINEERS SHALL PROVIDE ALL NECESSARY SOIL AND RELATED SITE TESTS AND REQUIRED INVESTIGATIONS."

NOTE: IN THE EVENT ANY TERMS OF THIS ADDENDUM ARE IN CONFLICT WITH THE AIA CONTRACT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, WHETHER WRITTEN OR VERBAL, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

ACKNOWLEDGED BY ARCHITECT:

Title *LCKP* PRESIDENT
Company *KP STUDIO, ARCHITECT, PA*

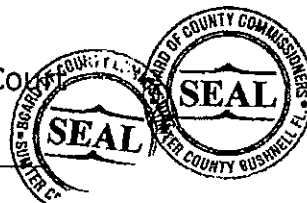
Print Name: *LARRY C. KRIETEMEYER*

ACKNOWLEDGED BY SUMTER COUNTY:

[Signature]
Garry Breeden, Chairman

ATTEST:

Gloria Hayward, Clerk of the Circuit Court
[Signature]
Deputy Clerk



Initial:

{00143060}4

Initial:

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

54481

TO

BUSHNELL, FLORIDA 33513-9402

November 8, 2011

AD Morgan Corporation
716 N Renellie Dr
Tampa FL 33609

DATE

DEPT: Facilities Development

BY

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
305-290-523-6507			PO# 54481 Billing address: Board of Sumter County Commissioners Facilities Development 319 E Anderson Ave Bushnell FL 33513 Paint Corrective Action - Amendment 4 to contract for Jail Expansion Project Based on Contingency Change Request #232 dated 8.12.2011 Board Approved Amendment 4 on 8.23.2011. Original purchase order 53636 for the Jail Expansion Project is closed. The FY10/11 purchase order 54361 is now closed. This purchase order will encumber the funds needed for expenditures in FY 11/12. Fiscal Year 2011/2012	57,995.00	57,995.00
TERMS:				TOTAL	57,995.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY:

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE COPY - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF
THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: OFFICER OR DEPT. HEAD DATE:

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL
EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-801262366C-3.

ACCOUNT

Acct No: 305-290-523-6507

CONST IN PROG-JAIL

Fiscal Yr: 2012

Acct Type: X

Normal Bal: DB

MONTHLY INFORMATION

MONTH	ACTUALS	ENCUMBRANCE	BUDGET	BGT ADJ	STATS
OCT	TOTALS				.00
NOV	CURRENT MO: 9 YEAR-TO-DATE FISCAL YEAR				.00
DEC	RE-ENC AMOUNT: .00 .00 .00				.00
JAN	BUDGET AMOUNT: 425,000.00 425,000.00				.00
FEB	BUDGET ADJUST: .00 .00 .00				.00
MAR	REVISED BUDGET: 425,000.00 425,000.00				.00
APR	TOTAL EXPENSES: .00 .00 .00				.00
MAY	OUTSTAND ENCUMB: .00 .00 .00				.00
JUN	PRE-ENCUMBRANCE: .00 .00 .00				.00
JUL	AVAIL BUDGET: 425,000.00 425,000.00				.00
AUG					.00
SEP	STATISTICS: .00 .00 .00				.00

History Totals Account DB-CR Open PO Notes UndInq UndTot BgtItms A/P-Wrk
 PreEnc Print

Press space bar to continue.

10/25/11 LOCAL

PURCHASE ORDER INQUIRY

po310-iq Co#1

PO#: 54361

Req No:

PO 54481 FY 11/12

Vendor: A.D. MORGAN CORPORATION

PO LINE INFORMATION

PO Total:	57,995.00	Open Encum:	57,995.00	Paid:	.00
Line Description		Qty		Price UOM	Exte
> 1. JAIL-PAINT CORRECTIVE ACTION		1.00		57,995.000	57,995

Scroll Up, Down, Left, or Right

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

54361

To

September 8, 2011

DATE

AD Morgan Corporation
716 N Renellie Dr
Tampa FL 33609

DEPT Facilities Development

BY

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
307-290-523-6507			PO# 54361 Billing address: Board of Sumter County Commissioners Facilities Development 319 E Anderson Ave Bushnell FL 33513 Paint Corrective Action - Amendment 4 to contract for Jail Expansion Project Based on Contingency Change Request #232 dated 8.12.2011 Board Approved Amendment 4 on 8.23.2011 Original purchase order 53636 for the Jail Expansion Project is closed. This purchase order will encumber the funds needed for the Paint Corrective Action. TERMS:	57,995.00	57,995.00
				TOTAL	57,995.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY:

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE COPY - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF
THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY:

DATE:

OFFICER OR DEPT. HEAD

- MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
- PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
- EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
- THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL
EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: A. D. MORGAN, INC. - AMENDMENT 4 (staff recommends approval.)

REQUESTED ACTION: Request BOCC to authorize Amendment 4

☐ Work Session (Report Only) **DATE OF MEETING:** 8/23/2011
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A

Effective Date: _____

Vendor/Entity: _____

Termination Date: _____

Managing Division / Dept: _____

Construction Services

BUDGET IMPACT: \$57,995.00

☐ Annual

FUNDING SOURCE:

Capital Outlay Construction Fund

☐ Capital

EXPENDITURE ACCOUNT:

307-290-523-6507

☐ N/A

HISTORY/FACTS/ISSUES:

Staff is recommending a contract amendment with A. D Morgan, Inc., the objective of this contract amendment will provide for the scope of work associated with paint corrective action as detailed in the A.D. Morgan Contingency change Request #232 dated August 12, 2011 in the amount of \$57,995.00. This action will increase the GMP amount of \$17,218,814.00 as stated in the Third Amendment, to the revised amount of \$17,276,809.00. Contingency Change Request #232 is attached to this fourth Amendment as Exhibit A.

Summary of contract amendments:

- a) 1ST Amendment accounted for extended General Conditions for the start of the project
- b) 1st Amendment revision accounted for extended General Conditions for the end of the project
- c) 2nd Amendment accounted for the 1988 Main Jail system replacement
- d) 3rd Amendment accounts for Owner Direct Purchase
- e) 3Rd Amendment accounts for the establishment of the final GMP
- f) 4th Amendment accounts for paint corrective action

SUPPORT DOCUMENTS: Contingency Change Request #232

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK**

WHEREAS, on or about June 20, 2006, the A.D. Morgan Corporation, a Florida Corporation ("Construction Manager at Risk"), and the Board of County Commissioners of Sumter County, Florida, a subdivision of the State of Florida (the "Board"), entered into an Agreement (the "Agreement"), in which the Construction Manager at Risk agreed to provide services in furtherance of the construction jail facilities for the benefit of Sumter County, and;

WHEREAS, the parties wished to amend the Agreement through a "First Amendment" and then a "Second Amendment" to more accurately memorialize the intentions of the parties with regard to certain logistical and cost management elements of the Agreement, and;

WHEREAS, the "First Amendment" was executed on or about May 13, 2008 and the "Second Amendment" was executed on or about October 13, 2009, and;

WHEREAS, the parties now wish to amend and restate the terms of the "First Amendment" and "Second Amendment"

THEREFORE, the parties hereto, being fully advised of the terms herein, and having been advised by legal counsel, do hereby agree to amend and restate the terms of the First Amendment and Second Amendment by this writing (for purposes herein, the "Amendment") and state the following:

1. That the "WHEREAS" recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.

2. The term "Project", as used in the Agreement, is hereby defined as the construction of a jail, including inmate processing and housing facilities, specifically including but not limited to the following components:
- (1) Site Preparation Work.
 - (2) Immediate Needs and Laundry Facilities.
 - (3) Kitchen Facility.
 - (4) Inmate Video Visitation Facility.
 - (5) Inmate Intake and Release Facility.
 - (6) 180 Bed Inmate Housing Facility.
 - (7) Renovations to the Existing Jail Facility
3. Section XI, Change in the Project – in accordance both parties agree to expand the scope of work as delineated in the A. D. Morgan Proposal dated November 20, 2009, said scope to be expanded in the following manner:
- a) The cost of the Extended General Conditions was extended by the amount of \$442,918.50 in the First Amendment.
 - b) The First Amendment was then revised and restated to extend the Extended General Conditions by the amount of \$255,850.00.
 - c) The general purpose of the scope of work was to replace Electrical and Mechanical building systems or components in the 1988 Main Jail in the amount of \$ 295,063.00 under the terms of the Second Amendment.

d) Under this Amendment, an Owner Direct Purchase program credit of \$5,332,099.00 shall be credited against the Guaranteed Maximum Price in favor of Sumter County.

e) Pursuant to the above stated modifications, the Guaranteed Maximum Price as of the date of this Amendment to: \$17,218,814.00.

(Items "c", "d" and "e" are memorialized by the letter from AD Morgan dated November 20, 2009, a copy of which is attached hereto as Exhibit "A" and incorporated herein as if included *in haec verba*. AD Morgan hereby obligates itself to the terms of the letter included as Exhibit "A" to this Amendment, and Sumter County hereby accepts said terms by this writing.

f) The fourth Amendment will provide for the scope of work associated with paint corrective action as detailed in the A. D. Morgan Contingency Change Request #232 dated August 12, 2011 in the amount of \$57,995.00. This action will increase the GMP amount of \$17,218,814 as stated in Third Amendment to the revised amount of \$17,276,809. Contingency Change Request # 232 is attached to this fourth Amendment as Exhibit A

4. Both parties agree that upon approval the formal Notice to Proceed shall be issued to resume work at the 1988 Main Jail, and the work schedule as submitted with this proposal shall be maintained with a completion date of February 26, 2010

5. Any provisions of the original Agreement not replaced or contradicted by this Amendment remain in full force and effect. In the event of any conflict between the terms of this Amendment and the original Agreement, the terms of this Amendment shall prevail.

Dated this _____ day of _____, 2011.

A.D. MORGAN CORP.

SUMTER COUNTY

Rebecca Smith
President

Honorable Don Burgess
Chairman, Board of County Commissioners

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS CONTINGENCY CHANGE REQUEST

DATE of REQUEST: August 12, 2011  CCR NUMBER: #232

PROJECT: Sumter County Jail Expansion

DESCRIPTION OF WORK: Remediate Exterior walls (Cracks and Paint) in accordance with approved AD Morgan remediation plan (see attached) and Architectural Studios plan documents dated August 8, 2011. AD Morgan to furnish Sumter County 5 year manufactures warranty and 1 year Subcontractor workmanship warranty.

Attached please find the documentation supporting the above referenced work for your review and approval.

The cost of the above, described work is: A. D. Morgan Corporation \$57,995.00

TOTAL \$57,995.00 (paid upon completion)

We are requesting a time extension of 0 calendar days to be added to the contract for this work.

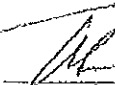
We have reviewed this proposal and hereby certify the price and time requested above is fair and complete compensation for the work required.

XX The above work is requested to be funded from PROJECT CONTINGENCY to maintain or accelerate schedule.

_____ The above work is requested to be funded from OWNER'S CONTINGENCY to maintain or accelerate schedule.

_____ The above work is requested by the OWNER and will be funded from PROJECT CONTINGENCY.

A. D. Morgan Corporation
225 E. Anderson Ave.
Bushnell, FL 33513

Signed: 
Tim Wise, Project Manager
Date: 8/12/11

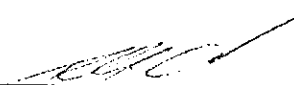
The above has been reviewed and is approved by:
STROLLO Architects

731 Franklin Lane
Orlando, FL 32801

Signed: N/A
J. Pat Strollo, Architect
Date: _____

The above request to use Contingency is:

✓ APPROVED

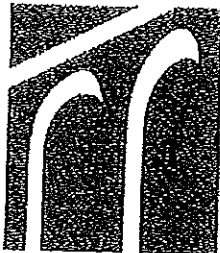
Signed: 
(SCBCC)

_____ NOT APPROVED

Date: 8-15-11

304

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A.D. MORGAN
CORPORATION

General Contractors
Construction Managers

OFFICES

TAMPA
Corporate Headquarters
716 N. Renelle Drive
Tampa, Florida 33609
PH: 813 • 832 • 3033
FAX: 813 • 831 • 9860

BRADENTON
2411 Manatee Avenue W.
Bradenton, Florida 34205
PH: 941 • 747 • 3001
FAX: 941 • 747 • 3015

SEBRING
1757 US Highway 27 S.
Sebring, Florida 33870
PH: 863 • 386 • 5500
FAX: 863 • 386 • 5503

COCOA
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Cocoa, Florida 32922
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FAX: 321 • 632 • 8972

OCALA
3405 SW College Rd
Suite#205
Ocala, FL 34474
PH: 352-237-2414
FAX: 352-237-1733

www.admorgan.com

License # CGC044502

August 15, 2011

Mr. Scott B. Cottrell, PE
Public Works Director
319 E. Anderson Ave.
Bushnell, FL. 33513

Re: Sumter County Jail Expansion Project – Paint Remediation

Dear Mr. Cottrell,

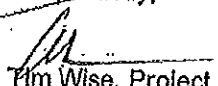
The intent herein is to acknowledge our agreements of last week relating to the above referenced project.

As agreed, A. D. Morgan will mobilize to the project to commence the remediation of the paint systems on August 22, 2011. A. D. Morgan shall man the project with fulltime supervision inclusive of all work activities. As you will recall A. D. Morgan offered five different options for Sumter County to consider and decide as to what means and methods might best fit the needs of the project (please see the attached). Option #4 was agreed to at the additional cost to Sumter County in the amount of \$47,605.00. Sumter County agreed to also supplement A. D. Morgan in the amount of \$10,350.00 to aid in covering supervision costs associated with the additional crack and masonry control joints as seen in the plan documents generated by Architectural Studios dated August 8, 2011.

As you will recall, option #4 consists of utilizing urethane sealants for all crack repairs identified within the TLC plan documents. A. D. Morgan will apply an overall single coat of paint to all building exteriors. Where areas have delaminated and the existing paint system requires removing A. D. Morgan will apply a prime coat and two finish coats of MAB Acra-Lastic paint with the second coat being the overall final coat of new paint as agreed. Current projections identify the completion of the remedial activities on or about November 15, 2011.

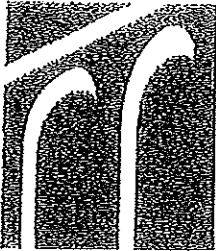
Should you have any questions or concerns please do not hesitate in contacting me.

Respectfully,


Tim Wise, Project Manager

Cc: John Kalaf, ADM
Jeff Helm, Service Painting

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A.D. MORGAN
CORPORATION

General Contractors
Construction Managers

OFFICES

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Corporate Headquarters
716 N. Renelle Drive
Tampa, Florida 33609
PH: 813 • 832 • 3033
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Suite#205
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Option 1:

As per our proposal:

Urethane Sealants
Acra-Lastic Paint ~ 1 coat
Crack Remediation as per TLC first report
Epoxy Injection 3 locations

Cost to Sumter County \$9,750.00

Option 2:

As per our proposal:

Same as above with 2 coats of paint

Cost to Sumter County \$55,272.00

Option 3:

Full compliance with the TLC plans and specifications:

Silicone Sealants
Elastomeric primer with 2 coats of paint
Crack remediation and control joints
Epoxy Injection 5 locations

Cost to Sumter County \$94,600.00

Option 4:

A modified Version of ADM and TLC proposals:

Urethane Sealants
Acra-Lastic elastomeric paint 1 coat
Primer and 2 coats of Acra-Lastic bare areas
Full crack and control joint repair as per TLC
Epoxy Injection 5 locations as per TLC

Cost to Sumter County \$47,605.00 Recommended by ADM

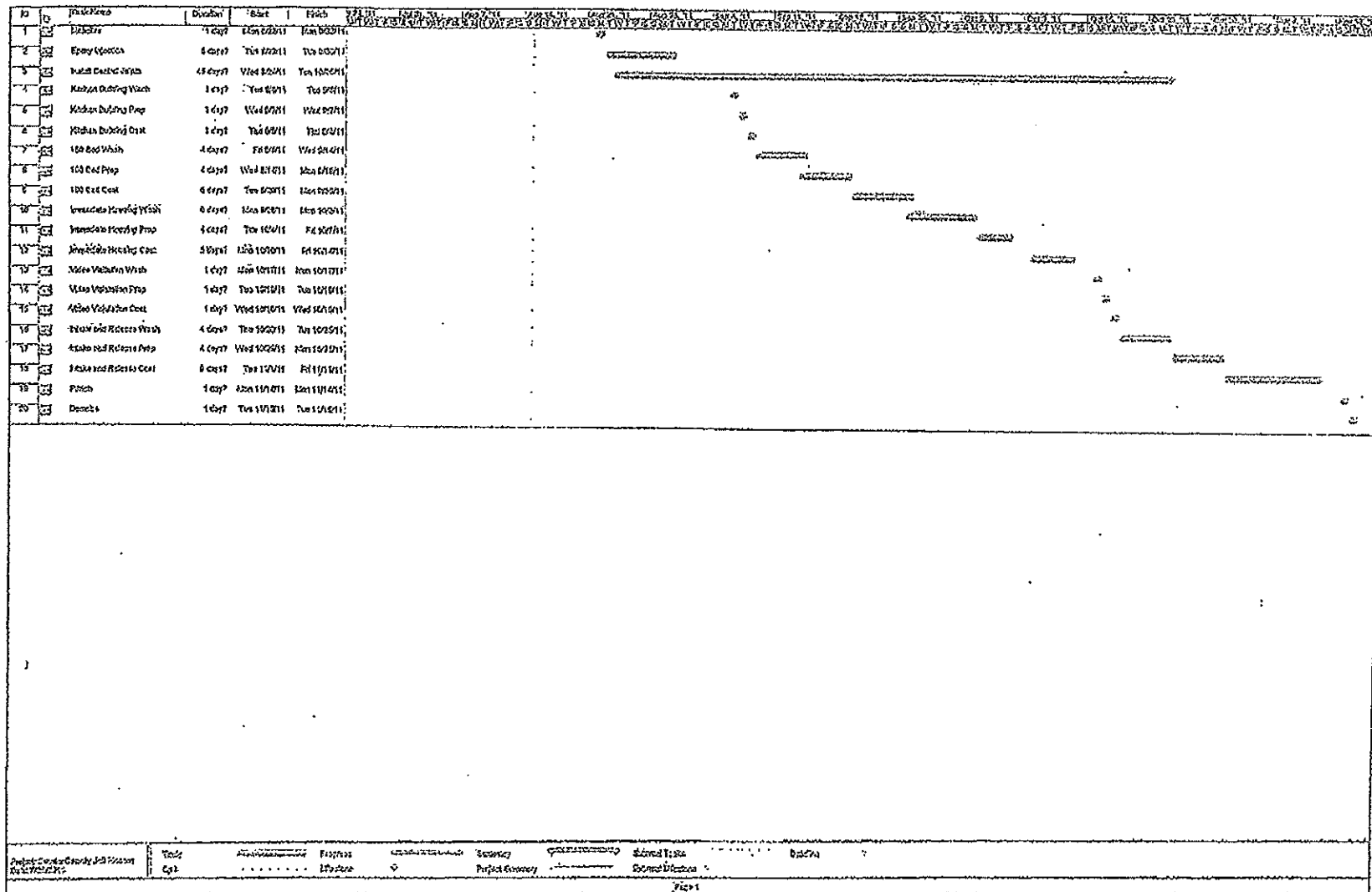
Option 6:

A modified Version of ADM and TLC proposals:

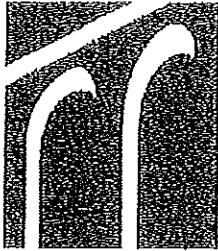
Same as above with 2 coats of paint

Costs to Sumter County **\$84,570.00**

It should be noted that in our review of the current contract there remains an unspent balance of \$40,928.31 remaining in the contingency which will nearly cover the recommend option above.



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License # CGC044502

April 29, 2011

Bradley Arnold, Sumter County
910 North Main Street
Bushnell, FL. 33513

Re: Sumter County Jail Expansion -- Paint

Dear Mr. Arnold,

Pursuant to our previous discussions, the intent herein is to address the remediation of the paint systems on the Sumter County Jail.

As you are aware, A. D. Morgan and its Subcontractors have performed extensive testing of the applied paint systems on the project. The results indicate the Con-Flex paint as manufactured by Sherwin-Williams appears to have failed the elongation requirements of the contract documents. Sherwin-Williams has been made aware of the issues and as of this date the manufacturer has not formally responded to our communication. As such and in keeping with our discussions during our last meeting please review the below as it relates to our proposed corrective action plan.

Commencing May 9, 2011 we propose to start corrective activities to repair the small and large cracks that can be seen on the exterior walls of all the buildings constructed by A. D. Morgan. We propose to perform the necessary work activities as identified in the TLC report dated September 28, 2010 and revised October 18, 2010. This work will include the additional masonry control joints as suggested within the report, requiring the express written authorization of Sumter County in the absence of formal approval by the structural engineer of record. We propose to layout new control joint locations before cutting masonry to permit a review by Sumter County, followed by Sumter County issuing written authorization to proceed with the installation of the new control joints. The cost for this large crack remediation and additional control joints (not including hairline cracks that should have been covered by the elastomeric paint) is \$9,750.00. It should be noted that the Engineer of Record has not responded formally or otherwise to the TLC report as of this date.

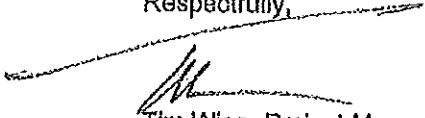
We have detailed the methodology of performing the remedial activities for your review below including the necessary materials proposed to be used (see enclosure). As we lack confidence in the Sherwin-Williams Con-Flex materials we are proposing to use MAB's Acra-Lastic which has an elongation rating of 475% which exceeds the requirements of the contract documents by 125%. As MAB is a subsidiary of Sherwin-Williams there will be no conflict with the applied materials. It is our intent to pursue Sherwin-Williams for a new 5 year warranty for the materials used for the remediation.

Methodology

- Pressure wash all walls with a minimum of 2,500 psi.
- Route all hairline cracks exceeding $1/16^{\text{th}}$ of an inch will be addressed with a $1/4^{\text{th}}$ crack chasing blade and install urethane sealant in accordance to manufacture specifications. All cracks that are found to be less than $1/16^{\text{th}}$ of an inch will have an elastomeric patch material in accordance to manufacture specifications to receive final paint.
- Remove all temporary sealants previously applied to secure the three large cracks in the Immediate Needs and Intake & Release Buildings.
- Epoxy inject the three large cracks as noted above and install new control joints indicated within the TLC report.
- Layout new control joints as indicated in the TLC report for approval by Sumter County before cutting of masonry.
- Route new joint locations with a $1/4^{\text{th}}$ crack chasing blade and install urethane sealant in accordance to manufacture specifications.
- Remove all joint movement indicators and patch holes.
- All loose or delaminated coating to be removed to sound substrate.
- Any and all bare areas to receive one coat of MAB Loxon Primer in accordance to manufacture specifications and two finish coats of MAB's Acra-Lastic Elastomeric coating in accordance to manufactures specifications.
- All walls to receive one finish coat of MAB's Acra-Lastic Elastomeric Coating in accordance to manufactures specifications.
- Seal around fasteners at windows.

We have determined the repairing of the cracks will require three weeks to perform followed by another three weeks to repaint as necessary. Please review the above and enclosed items. We cannot proceed without your approval in writing of the proposed methodology and materials proposed.

Respectfully,



Tim Wise, Project Manager
The A. D. Morgan Corporation

cc: John W. Kalaf, ADM
Jeff Heim, Service Painting
Louis Proietto, Proietto Painting

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

54483

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

TO

BUSHNELL, FLORIDA 33513-9402

November 8, 2011

Architecture Studio Inc.
114 S Magnolia Ave
Ocala FL 34471

DATE _____

DEPT. Facilities Development

BY _____

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
307-290-523-6508			<p>PO# 54483 Billing address: Board of Sumter County Commissioners Facilities Development 319 E Anderson Ave Bushnell FL 33513</p> <p>Architectural/Engineering Design Services for 1988 Jail Renovations Fiscal Year 2011/2012</p> <p>Quotes attached On call contract expires 2/22/12 Board approved 8/23/11 This purchase order covers expenditures for FY 11/12 and replaces the following FY 10/11 purchase orders PO 53773 \$35,349.91 PO 54355 \$ 3,450.00 PO 54691 \$ 935.00</p> <p>Received 11/15/11 @ 1:05pm</p> <p>TERMS:</p>	39,734.91	39,734.91
				TOTAL	39,734.91

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
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BY: _____ DATE: _____

OFFICER OR DEPT. HEAD

- MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
- PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
- EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
- THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

ACCOUNT

Acct No: 307-290-523-6508	1988 JAIL RENOVATIONS
Fiscal Yr: 2012	Acct Type: X Normal Bal: DB

MONTHLY INFORMATION

MONTH	ACTUALS	ENCUMBRANCE	BUDGET	BGT ADJ	STATS
OCT	TOTALS				.00
NOV	CURRENT MO: 9	YEAR-TO-DATE	FISCAL YEAR		.00
DEC	RE-ENC AMOUNT:	.00	.00		.00
JAN	BUDGET AMOUNT:	1,372,119.00	1,372,119.00		.00
FEB	BUDGET ADJUST:	330,000.00-	330,000.00-		.00
MAR	REVISED BUDGET:	1,042,119.00	1,042,119.00		.00
APR	TOTAL EXPENSES:	.00	.00		.00
MAY	OUTSTAND ENCUMB:	2,580.00	2,580.00		.00
JUN	PRE-ENCUMBRANCE:	.00	.00		.00
JUL	AVAIL BUDGET:	1,039,539.00	1,039,539.00		.00
AUG					.00
SEP	STATISTICS:	.00	.00		.00

History Totals Account DB-CR Open PO Notes UndInq UndTot BgtItms A/P-Wrk
 PreEnc Print

Press space bar to continue.

10/25/11 LOCAL

PURCHASE ORDER INQUIRY

po310-iq Co#1

PO#: 53773

54483
Req No:

Vendor: ARCHITECTURE STUDIO, INC.

PO LINE INFORMATION

PO Total:	179,241.00	Open Encum:	35,349.91	Paid:	143,891.09
Line Description		Qty		Price UOM	Exte
> 1. ARCHITECTURAL/ENG DESIGN SVCS		1.00		179,241.000	179,241

Scroll Up, Down, Left, or Right

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Architectural Studio Inc. Amendment #1 - 1988 Jail Renovation Contract AIA
Document B141-1997 Part 1

REQUESTED ACTION: Request amendment approval

☐ Work Session (Report Only) **DATE OF MEETING:** 9/28/2010
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☒ N/A Vendor/Entity: Architectural Studio Inc
Effective Date: 9/28/2010 Termination Date: _____
Managing Division / Dept: Facilities Development and Maintenance

BUDGET IMPACT: \$18,700
☐ Annual **FUNDING SOURCE:** Capital Outlay Construction Fund
☒ Capital **EXPENDITURE ACCOUNT:** 307-290-523-6507 ~~6507~~ 6508
☐ N/A

HISTORY/FACTS/ISSUES:

There is a need to expand architect design services to include the following:

- 1) The total replacement of two (2) existing security head end control rooms for \$13,090.00
- 2) The replacement of existing generator/automatic transfer switch for \$5,610.00

APPROVED

September 9, 2010

Sumter County Board of Commissioners
Attn: Doug Conway
910 North Main Street
Bushnell, FL 33513

**RE: DESIGN SERVICES FORMAT
RENOVATIONS OF THE SUMTER COUNTY 1988 MAIN JAIL – RFQ 145-0-2010/AT**

Dear Doug:

Please review the following optional additional tasks.

SCOPE OF WORK

Due to the increase in the scope of work as described in Task 6 & 7, Ingenuity Engineers, Inc. will provide the following services with owner approval;

TASK 6 OPTIONAL ADDITIONAL SERVICES/BUILDING SYSTEMS MODIFICATIONS

A. The total replacement of (2) existing security head end control rooms

TOTAL FEE \$13,090.00

TASK 7 OPTIONAL ADDITIONAL SERVICES

A. Replacement of Existing Generator/Automatic Transfer Switch

TOTAL FEE \$ 5,610.00

REIMBURSABLES

Reimbursables shall be part of base contract.

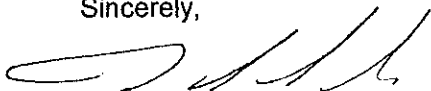
PAYMENT SCHEDULE

Payment shall be part of base contract.

While all work will be accomplished to our best professional efforts, the consultant cannot guarantee the actions of government officials or agencies during the project review and approval process.

If this proposal meets with your approval please execute a notice to proceed and/or purchase order as required.

Sincerely,



Joseph A. Rispoli
Senior Partner, VP



Erik Garcia
Architect, VP, LEED7 AP

AIA[®] Document B141[™] – 1997 Part 1

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

AGREEMENT made as of the thirteenth
in the year Two Thousand and Ten
(In words, indicate day, month and year)

day of April

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Sumter County Board of County Commissioners
910 North Main Street
Bushnell, Florida 33513

This document has important
legal consequences.
Consultation with an attorney
is encouraged with respect to
its completion or modification.

and the Architect:
(Name, address and other information)

Architecture Studio, Inc.
114 South Magnolia Avenue
Ocala, Florida 34471

For the following Project:
(Include detailed description of Project)

Design services for the renovations of the Sumter County 1988 Main Jail
RFQ 145-0-2010/AT

The Owner and Architect agree as follows:

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TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

To renovate the Sumter County 1988 Main Jail. See attached Exhibit 'A'.

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

Renovation shall be limited to the perimeter boundaries of the existing Sumter County 1988 Main Jail, except for the proposed connecting corridor from the Main Jail to the new Security Vestibule based on preliminary concept set forth in RFQ 145-0-2010/AT. This basic program shall be revisited during the programming review and evaluation phase. See Attached Exhibit 'A'.

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

Based conceptually on RFQ 145-0-2010/AT

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

Sumter County 1988 Main Jail is located at: 219 East Andersen Avenue
Bushnell, Florida 33513

§ 1.1.2.5 The financial parameters are as follows.

1. Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:

Estimated to be approximately 1.5 Million Dollars.

2. Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:

Estimated to be approximately \$1,339,459.00

§ 1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

See attached Exhibit 'A'.

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

Construction, Permit, and Bid Documents for Owner's distribution.

§ 1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

Not Applicable.

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

Douglas Conway, Project Manager
Sumter County Board of County Commissioners
910 North Main Street
Bushnell, FL 33513

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:

(List name, address and other information.)

To be determined by Owner.

§ 1.1.3.3 The Owner's other consultants and contractors are:

(List discipline and, if known, identify them by name and address.)

Not Applicable.

§ 1.1.3.4 The Architect's Designated Representative is:

(List name, address and other information.)

Joseph Rispoli, Project Manager
Architecture Studio, Inc.
114 South Magnolia Avenue
Ocala, Florida 34471

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

MEP / FP / IT
Ingenuity Engineers, Inc.
David Green, Jr.
4798 New Broad Street
Suite 300
Orlando, FL 32814

CIVIL ENGINEERING
Griffey Engineering, Inc.
Don Griffey
Griffey Engineering, Inc.
406 North Center Street
Eustis, FL 32726

STRUCTURAL ENGINEERING
TLC Engineering for Architecture
Gary Krueger
874 Dixon Blvd.
Cocoa, FL 32922

§ 1.1.4 Other important initial information is:

Not Applicable.

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

In addition to AIA Document A201, see attached Supplementary Terms & Conditions.

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 1.3.2.3 Except for the licenses granted in Section 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

1. change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
2. enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
3. decisions of the Owner not rendered in a timely manner;
4. significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
5. failure of performance on the part of the Owner or the Owner's consultants or contractors;
6. preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
7. change in the information contained in Article 1.1.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 1.3.5 ARBITRATION

§ 1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.

§ 1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Section 1.4.2.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 1.3.8.7.

§ 1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified below:

1. transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
2. fees paid for securing approval of authorities having jurisdiction over the Project;
3. reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
4. expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
5. renderings, models and mock-ups requested by the Owner;
6. expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
7. Reimbursable Expenses as designated in Section 1.5.5;
8. other similar direct Project-related expenditures.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

Exhibit 'A'

Supplementary Terms & Conditions

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

(List other documents, if any, delineating Architect's scope of services.)

Exhibit 'A'

§ 1.4.1.3 Other documents as follows:

(List other documents, if any, forming part of the Agreement.)

Supplementary Terms and Conditions

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

Supplementary Terms and Conditions

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

See attached Exhibit 'A'

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

See attached Exhibit 'A'

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of
See attached Exhibit 'A' (—————) times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as
Reimbursable Expenses, the compensation shall be computed as a multiple of
(—————) times the expenses incurred by the Architect, and the Architect's employees and consultants.

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:

See attached Exhibit 'A'

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this
Agreement shall be adjusted in accordance with their normal salary review practices.

§ 1.5.7 An initial payment of One ————— Dollars
(\$1.00) shall be made upon execution of this Agreement and is the minimum payment under this
Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be
made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this
Agreement.

§ 1.5.8 Payments are due and payable Thirty (30) days from the
date of the Architect's invoice. Amounts unpaid (—————) days after
the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from
time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws
and other regulations at the Owner's and Architect's principal places of business, the location of the Project and
elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions
or modifications, and also regarding requirements such as written disclosures or waivers.)*

§ 1.5.9 If the services covered by this Agreement have not been completed within
(18) months of the date hereof, through no fault of the Architect, extension of the Architect's services
beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)
Doug Gilpin, Chairman
Sumter County Board of County Commissioners
(Printed name and title)

ARCHITECT

(Signature)
Erik Garcia, Architect, VP
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that
changes will not be obscured.

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March 22, 2010
Revised March 23, 2010

Sumter County Board of Commissioners
Attn: Amanda Taylor
209 North Florida Street
Bushnell, FL 33513

**RE: DESIGN SERVICES FORMAT
RENOVATIONS OF THE SUMTER COUNTY 1988 MAIN JAIL – RFQ 145-0-2010/AT**

Dear Amanda:

Architecture Studio, Inc. shall provide construction documents, and coordinate meetings with the consultants and Sumter County Owner's team and selected general contractors. Base services include Architectural, Structural, MEP, and Fire Protection. The Owner will determine its team members and we will notify team leader of meetings, etc. The scope of work and contract documents to be considered for this project includes:

- A. **New Construction**
 - 1. Design a connecting corridor from existing 1988 Main Jail lobby area to the newly constructed Security Vestibule south side.
- B. **Building Systems Modifications**
 - 1. Review security control systems and any other building system which will be determined during the programming and schematic design phase.
- C. **Renovations (Existing areas requested to be modified, but not limited to, are as follows):**
 - 1. Current Use: Sally Port
Proposed Use: Maintenance Storage
 - 2. Current Use: Medical Unit
Proposed Use: Officer's Break Room Suggest locate to Kitchen
 - 3. Current Use: Female Dorm
Proposed Use: Male Trustee Dorm
 - 4. Current Use: Class / Transport AV
Proposed Use: Courtroom
 - 5. Current Use: Property Room
Proposed Use: Storage Room
 - 6. Current Use: OP. SFT. Office
Proposed Use: Maintenance Office

ARCHITECTURE STUDIO, INC. ■■■■■■■■

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7. Current Use: Break Room / Filing
Proposed Use: Medical Annex
8. Current Use: Kitchen
Proposed Use: Training Defense Tactics Suggest locate to Medical Unit
9. Current Use: Laundry
Proposed Use: Chemical and Gardening supplies

It is understood that all construction / renovation activities will reside inside the existing footprint of the 1988 Main Jail building, except for the new connecting corridor.

SCOPE OF SERVICES

TASK 1 – Programming Review and Evaluation Phase

Coordinate with Sumter County Jail Officials and selected Owner's team to determine space needs. This will be a detailed program to identify all required spaces necessary for the occupants. We will also review the existing program to verify if it is current, and if it includes all users.

TASK 1 Programming Review and Evaluation Phase	
Review existing County Jail requirements.	
Develop evaluation summary of existing vs. proposed planning study for team review.	
Schedule – 30 working days + Owner review	Fee \$5,850

TASK 2 As Built Documentation Phase	
Field visit and reconcile / coordinate each room within the existing 1988 Main Jail with existing conditions of Owner provided drawings.	
AutoCAD transfer of existing floor plans and required details and update based on field visit findings (Required for Architectural, MEP, and Fire Protection). Owner to provide CAD drawings from recent fire alarm upgrades.	
This Task can be performed concurrently with Task 1 Approximate Area 16,950 Sq. Ft.	
Discount 50% of Fee \$6,695	Base Fee \$13,390
Schedule – 14 working days + Owner review	Revised Fee \$6,695

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TASK 3 Civil Engineering and Survey Services	
Civil Engineering Plus Application Fees (To be determined)	Fee \$11,825
Survey Services	Fee \$1,650
Total Task 3	Fee \$13,475

TASK 4 Construction Documents	
Schematic Design - Conceptual floor plans and establish scope of work.	
Design Development - Floor plan with develop details, update project estimate to determine that the project is within project budget.	
Construction Documents - Prepare permit documents.	
Bidding or Negotiation Activities - Prepare bid document, participate in pre bid conference, evaluate proposals.	
Construction Contract Administration – To include but not limited to review: RFI's (Request for Information), shop drawings, submittals, change orders, supplemental instructions, field observations, certification of payment, and project close-out.	
Fee shall be based on a percentage of construction cost, based on the State of Florida Department of Management Services (DMS), and A/E Fee Guide Calculator	
Using attached DMS Fee Calculator Complexity Group "C" Repairs and Renovations (8.56%) Discount 5% of Fee \$5,780	Base Fee \$115,601 Revised Fee \$109,821

TASK 5 Building Systems Modifications	
The remedial "add/subtract to the existing head end for data/ communication and security.	\$4,180
Upgrade in existing place the security head end.	\$9,020
Total Task 5	Total Fee \$13,200

ARCHITECTURE STUDIO, INC. ■■■■■■■■

Amanda Taylor
Design Services Format
March 22, 2010, Rev. 3/23/10
Page Four

*Reimbursables	
Architectural and Engineering	\$6,500
Civil Engineering	\$1,000
Proposed Application Fee	\$1,000
Geotechnical Services	\$3,000
Total Reimbursables	Total Fee \$11,500

***We suggest a separate Purchase Order for Reimbursables using \$3,000 increments, with Owner approval.**

TASK 1 – Programming Review and Evaluation Phase	\$5,850
TASK 2 – As Built Documentation Phase	\$6,695
TASK 3 – Civil Engineering and Survey Services	\$13,475
TASK 4 – Construction Documents	\$109,821
TASK 5 – Building Systems Modifications	\$13,200
Reimbursables	\$11,500
Total	Total Fee \$160,541

Attached are the State of Florida, Department of Management Services Fee Guide Calculator and our Fee Schedule. Thank you for your consideration.

Sincerely,



Joseph A. Rispoli
Project Manager



Erik Garcia
Project Architect

10/25/11 LOCAL

PURCHASE ORDER INQUIRY

po310-iq Co#1

PO#: 54355

Req No:

54483

Vendor: ARCHITECTURE STUDIO, INC.

PO LINE INFORMATION

PO Total:	3,450.00	Open Encum:	3,450.00	Paid:	.00
Line Description		Qty		Price UOM	Exte
> 1. DESIGN SVC ON 1988 JAIL RENOV		1.00		3,450.000	3,450

Scroll Up, Down, Left, or Right

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

54355

TO

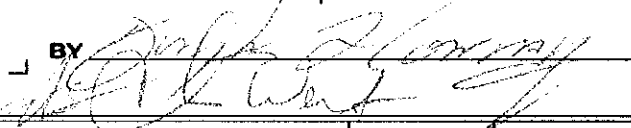
BUSHNELL, FLORIDA 33513-9402


August 16, 2011

Architecture Studio, Inc
114 S Magnolia Ave
Ocala FL 34471

DATE _____

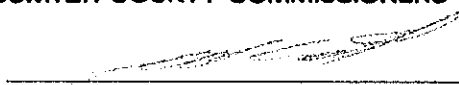
DEPT. Facilities Development

BY 

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
307-290-523-6508			PO# 54355 Design services on the 1988 Jail renovation connecting corridor addition HVAC unit replacement (4 units) Quote dated August 16, 2011 attached Vendor is on contract to provide on-call services Contract period Sept 11, 2007 to Sept 10, 2011	3,450.00	3,450.00
TERMS:				TOTAL	3,450.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: 

NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT

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DISTRIBUTION:

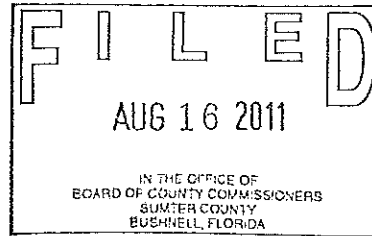
BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE COPY - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

BY: _____ DATE: _____

OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

August 16, 2011



Sumter County Board of Commissioners
Attn: Doug Conway
319 E Anderson Avenue
Bushnell, FL 33513

**RE: SUMTER COUNTY CRIMINAL 1988 JUSTICE COMPLEX JAIL RENOVATIONS AND
CONNECTING CORRIDOR ADDITION. HVAC UNIT REPLACEMENT (4 UNITS)**

Dear Doug:

Please accept this proposal as our commitment to provide Engineering Services.

ENGINEER'S SCOPE OF WORK

Ingenuity Engineers, Inc. will provide:

1. See Attached Scope of Services

ENGINEER'S FEE	\$3,000.00
Architectural Coordination Fee	300.00
Reimbursables	<u>150.00</u>
TOTAL A/E FEES	\$3,450.00

REIMBURSABLES

Reimbursables are included in our fee.

PAYMENT SCHEDULE

Payment will be due and payable upon receipt of the Statements and if not paid within thirty (30) days of the billing date shall bear interest at the rate of 1.5 % per month on the unpaid balance.

While all work will be accomplished to our best professional efforts, the consultant cannot guarantee the actions of government officials or agencies during the project review and approval process.

If this proposal meets with your approval please execute a notice to proceed and/or purchase order as required.

Sincerely,

Joseph A. Rispoli, AIA
Senior Partner, VP

10/25/11 LOCAL

PURCHASE ORDER INQUIRY

po310-iq Co#1

FY 10/11 PO#: 54691 Reg No:

FY 11/12 54483

Vendor: ARCHITECTURE STUDIO, INC.

PO LINE INFORMATION

PO Total:	10,228.00	Open Encum:	935.00	Paid:	9,293.00
Line Description		Qty		Price UOM	Exte
> 1. ELEC ENGINEERING-JAIL PRKNG		1.00		10,228.000	10,228

Scroll Up, Down, Left, or Right

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

March 2, 2011

Architecture Studio, Inc
114 S Magnolia Ave
Ocala FL 34471

DATE _____

DEPT. Facilities Development

BY *[Signature]*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
307-290-523-6508 001-100-519-3400			Professional Electrical Engineering Services for the Sumter County Jail Parking Expansion-Project #11006SPN	9,500.00	9,500.00
			Quote attached Vendor is on contract to provide on-call services Contract period Sept 11, 2007 to Sept 10, 2011 Copy to Architecture Studio Inc.		
			Change request signed 8-15-11	728.00	
				10228.00	
			TERMS:	TOTAL	9,500.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: *[Signature]*

**NOTE: ONLY ORIGINAL INVOICES
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BY: _____ DATE: _____

OFFICER OR DEPT. HEAD

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February 28, 2011

Sumter County Board of Commissioners
Attn: Doug Conway
910 North Main Street
Bushnell, FL 33513

RE: Sumter County Jail Parking Expansion – Project #11006SPN

Dear Doug:

Please accept this proposal as our commitment to provide Professional Electrical Engineering Services: via our consultant.

CONSULTING SERVICES SCOPE OF WORK

Griffey Engineering, Inc. will provide:

1. See Attached Scope of Services and Fee Schedule

PROFESSIONAL ENGINEERING'S FEE	\$8,000.00
PROFESSIONAL ENGINEERING'S REIMBURSABLE FEE	500.00
Architectural Coordination Fee	850.00
Reimbursables	<u>150.00</u>
TOTAL A/E FEES	\$ 9,500.00

REIMBURSABLES

Reimbursables are included in our fee.

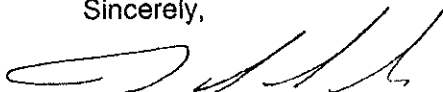
PAYMENT SCHEDULE

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While all work will be accomplished to our best professional efforts, the consultant cannot guarantee the actions of government officials or agencies during the project review and approval process.

If this proposal meets with your approval please execute a notice to proceed and/or purchase order as required.

Sincerely,



Joseph A. Rispoli, AIA
Senior Partner, VP

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

54486

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

To

November 8, 2011

Architecture Studio Inc.
114 S Magnolia Ave
Ocala FL 34471

DATE

DEPT: Facilities Development

BY

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
305-100-519-6240			<p>PO# 54486 Billing address: Board of Sumter County Commissioners Facilities Development 319 E Anderson Ave Bushnell FL 33513</p> <p>Architectural and engineering design services for the Historic Courthouse Renovation/Joint Use Parking Lot and Wayfinding Project Fiscal Year 2011/2012</p> <p>Quotes attached On call contract expires 2/22/12 Board approved 8/23/11 This purchase order covers expenditures for FY 11/12 and replaces the following purchase orders from FY 10/11: PO 54349 - Wayfinding Master Plan \$31,430.00 PO 53769 - State Attorney 1st Floor \$37,428.69 PO 53777 - Third Floor \$ 8,545.36 PO 53775 - First, Second Floors & Exterior \$54,236.57</p> <p>Received 11/15/11 @ 1:05pm</p>	131,640.62	131,640.62
TERMS:				TOTAL	131,640.62

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY:

**NOTE: ONLY ORIGINAL INVOICES
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BY: OFFICER OR DEPT. HEAD DATE:

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ACCOUNT

Acct No: 305-100-519-6240

BUILDINGS-HIST COURTHOUSE

Fiscal Yr: 2012

Acct Type: X

Normal Bal: DB

MONTHLY INFORMATION

MONTH	ACTUALS	ENCUMBRANCE	BUDGET	BGT ADJ	STATS
OCT	TOTALS				.00
NOV	CURRENT MO: 9	YEAR-TO-DATE	FISCAL YEAR		.00
DEC	RE-ENC AMOUNT:	.00	.00		.00
JAN	BUDGET AMOUNT:	4,000,000.00	4,000,000.00		.00
FEB	BUDGET ADJUST:	.00	.00		.00
MAR	REVISED BUDGET:	4,000,000.00	4,000,000.00		.00
APR	TOTAL EXPENSES:	.00	.00		.00
MAY	OUTSTAND ENCUMB:	6,020.00	6,020.00		.00
JUN	PRE-ENCUMBRANCE:	.00	.00		.00
JUL	AVAIL BUDGET:	3,993,980.00	3,993,980.00		.00
AUG					.00
SEP	STATISTICS:	.00	.00		.00

History Totals Account DB-CR Open PO Notes UndInq UndTot BgtItms A/P-Wrk
 PreEnc Print

Press space bar to continue.

10/25/11 LOCAL

PURCHASE ORDER INQUIRY

po310-iq Co#1

PO#: 54349 Reg No: ~~54485~~ 54686

Vendor: ARCHITECTURE STUDIO, INC.

PO LINE INFORMATION

PO Total:	31,430.00	Open Encum:	31,430.00	Paid:	.00
Line Description		Qty		Price UOM	Exte
> 1. JUDICIAL-WAYFINDING MSTER PLAN		1.00		31,430.000	31,430

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PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

54349

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

Architecture Studio, Inc
114 S Magnolia Ave
Ocala FL 34471

July 18, 2011

DATE

DEPT. Facilities Development

BY

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
305-100-519-6240			<p>PO# 54349 Sumter County Judicial Center Campus-Wayfinding Master Plan</p> <p>Quote attached Vendor is on contract to provide on-call services Contract period Sept 11, 2007 to Sept 10, 2011</p> <p>Copy to Architecture Studio Inc</p>	31,430.00	31,430.00
TERMS:				TOTAL	31,430.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY:

NOTE: ONLY ORIGINAL INVOICES

WILL BE CONSIDERED FOR PAYMENT

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BY:

OFFICER OR DEPT. HEAD

DATE:

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Rec'd 7/20/11 (P)

July 13, 2011

douglas.conway@sumtercountyfl.gov

Sumter County Board of Commissioners
Attn: Doug Conway
910 North Main Street
Bushnell, FL 33513

Re: Design Services for:
Sumter County Judicial Center Campus – Wayfinding Master Plan

Architecture Studio, Inc. (ASI) shall provide design documents for the above mentioned project. We shall also coordinate meetings with the consultants, Sumter County and the selected signage contractors. Base services include; Plan preparation and engineering design. Plans shall include a master campus map, identify Wayfinding sign locations for both vehicle and pedestrian traffic, and identify directional information for each location, with proposed signage design. ASI working with Griffey Engineering shall provide the design of a campus joint use parking lot, located near public works and the video visitation area. The scope of work and contract documents to be considered for this project includes the following tasks:

SCOPE OF SERVICES:

Task 1 – Programming Review and Evaluation Phase

Coordinate with Sumter County Officials to review proposed space needs. We will review the existing and proposed program to verify if it is current.

TASK 1 Programming Review and Evaluation Phase	
Review Campus Signage requirements.	
Develop evaluation master plan study for team review.	
Task 1	Fee \$2,500

TASK 2 Civil Engineering and Survey Services	
Civil Engineering	
Master Plan preparation, engineering design, campus map, and identifying wayfinding sign locations for vehicles and pedestrian.	Fee \$5,500
Survey Services	
Engineering Services-Joint use Parking Plan	Fee \$4,950
Stormwater management application fee \$100.00 included	
Total Task 2	Total \$10,450

The LEED Green Building Rating System is the nationally accepted benchmark for the design, construction, & operation of high performance green buildings.

TASK 3 Construction Documents	
Schematic Design -- Conceptual signage plans and establish scope of work	
Design Development -- Signage plan with develop details, update project estimate to determine that the project is within project budget.	
Construction Documents -- Prepare permit documents	
Bidding or Negotiation Activities -- Prepare bid document, participate in pre-bid conference, evaluate proposals.	
Construction Contract Administration -- To include but not limited to review: RFI's (Request for Information), shop drawings, submittals, change orders, supplemental instructions, field observations, certification of payment and project close-out	
Task 3	Fee \$9,500

TASK 4 Site Lighting Evaluation	
Provide campus wide site lighting evaluation and modification via TLC	
Task 4	Fee \$4,680

Reimbursables	
Architectural	\$750
Civil Engineering	\$1,100
Landscape Architectural	\$750
Geotechnical Services	\$1500
Site Lighting Evaluation	\$200
Total Reimbursables	Total Fee \$4,300

Summary	
Task 1 -- Programming Review Evaluation Phase	\$2,500
Task 2 -- Civil Engineering	\$10,450
Task 3 -- Construction Documents	\$9,500
Task 4 -- Site Lighting Evaluation	\$4,680
Reimbursables	\$4,300
Total	Total Fee \$31,430

Thank you for your consideration.

Sincerely,



Joseph Rispoli, AIA, AR95439
Architect, Senior Partner

10/25/11 LOCAL

PURCHASE ORDER INQUIRY

po310-iq Co#1

PO#: 53769

Req No:

54486

Vendor: ARCHITECTURE STUDIO, INC.

PO LINE INFORMATION

PO Total:	57,223.48	Open Encum:	37,428.69	Paid:	19,794.79
Line Description		Qty		Price UOM	Exte
> 1. ARCHITECTURAL&ENG DESIGN		1.00		57,223.480	57,223

Scroll Up, Down, Left, or Right

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

53769

(Signature)

TO

5730
Architecture Studio Inc
114 S. Magolia Ave
Ocala FL 34471

DATE April 8, 2010

DEPT. Facilities Development

BY *(Signature)* BSA

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
305	100-519-6240 6206	1	Architectural and engineering design services	57,223.48	57,223.48
			paid 4,291.10 Inv 0815-4 4.8.10	7422.95	49800.53
			Board approved contract Invoice #0815-4 attached Invoice evaluation form prepared by Doug Conway attached		
			<u>HISTORIC COURTHOUSE 1ST FLOOR</u> <u>STATE ATTORNEY PORTION</u>		
			TERMS:	TOTAL	57,223.48

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY: *(Signature)*

NOTE: ONLY ORIGINAL INVOICES

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BY: _____ DATE: _____

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10/25/11 LOCAL

PURCHASE ORDER INQUIRY

po310-iq Co#1

PO#: 53777

Req No:

54486

Vendor: ARCHITECTURE STUDIO, INC.

PO LINE INFORMATION

PO Total:	43,506.44	Open Encum:	8,545.36	Paid:	34,961.08
Line Description		Qty		Price UOM	Exte
> 1. ARCHITECT & ENG DESIGN SVCS		1.00		43,506.440	43,506

Scroll Up, Down, Left, or Right

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

53777
IDC

TO

Architecture Studio Inc
114 S Magnolia Ave
Ocala FL 34471

DATE April 30, 2010

DEPT. Facilities Development

BY

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
305-100-519-6243	6240	1	Architectural and engineering design services for Historic Courthouse - 3rd Floor	43506.44	43506.44
			Blanket Purchase Order for AIA Document B163 Agreement entered into September 8, 2007 between Sumter County Board of Commissioners and Architecture Studio, Inc. for design services for Sumter County Continuing Contract Contract copy attached.	50,000.00	50,000.00
			TERMS:		
				TOTAL	43506.44

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY:

**NOTE: ONLY ORIGINAL INVOICES
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BY: OFFICER OR DEPT. HEAD

DATE:

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10/25/11 LOCAL

PURCHASE ORDER INQUIRY

po310-iq Co#1

PO#: 53775 Req No: 54886

Vendor: ARCHITECTURE STUDIO, INC.

PO LINE INFORMATION

PO Total:	104,850.00	Open Encum:	54,236.57	Paid:	79,743.43
Line Description	Qty	Price	UOM	Exte	
> 1. ENG DESIGN- 1ST FLOOR	1.00	104,850.000		104,850	
2. ENG DESIGN - 2ND FLOOR	1.00	.000			
3. EXTERIOR	1.00	.000			

Scroll Up, Down, Left, or Right

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

58775
DK

TO

BUSHNELL, FLORIDA 33513-9402

✓ VENDOR # 5130
Architecture Studio Inc
114 S Magnolia Ave
Ocala FL 34471

DATE April 16, 2010

DEPT. Facilities Development

BY [Signature]

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
305	100-519-6206		Architectural and engineering design services for Historic Courthouse		
305	100-519-6242		1st Floor <i>Clark</i>	18,440.00	18,440.00
305	100-519-6243		2nd Floor	41,760.00	41,760.00
305	100-519-6240		3rd Floor	43,506.44	43,506.44
305	100-519-6240		Exterior	6,150.00	6,150.00
Blanket Purchase Order for AIA Document B163 + 2ND Amendment Agreement entered into September 8 2007 between Sumter County Board of Commissioners and Architecture Studio, Inc. for design services for Sumter County Continuing Contract contract copy attached					
<i>A-73 will cover 305-100-519-6240 funds.</i>					
TERMS:				TOTAL	109,856.44

File 350.00

DELIVER TO:

BOARD OF SUMTER COUNTY COMMISSIONERS

AUTHORIZED BY:

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AIA Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

AGREEMENT made as of the twenty sixth
in the year two thousand and seven
(In words, indicate day, month and year)

day of November

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Sumter County Board of Commissioners
209 North Florida Street
Bushnell, Florida 33513

This document has important
legal consequences.
Consultation with an attorney
is encouraged with respect to
its completion or modification.

and the Architect:
(Name, address and other information)

Architecture Studio, Inc.
114 South Magnolia Ave.
Ocala, Florida 34971

For the following Project:
(Include detailed description of Project)

Renovations and addition for
the Sumter County Judicial Complex
(RFP 2007-01 and 2007-02)
Scope of work includes renovations to
the Judicial Center Building,
(1st floor), Historic Courthouse (1st floor),
Supervisor of Election Building and an
addition of 4,800 sq. ft.

The Owner and Architect agree as follows:

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3800, 3801, 3802, 3803, 3804, 3805, 3806, 3807, 3808, 3809, 3810, 3811, 3812, 3813, 3814, 3815, 3816, 3817, 3818, 3819, 3820, 3821, 3822, 3823, 3824, 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3833, 3834, 3835, 3836, 3837, 3838, 3839, 3840, 3841, 3842, 3843, 3844, 3845, 3846, 3847, 3848, 3849, 3850, 3851, 3852, 3853, 3854, 3855, 3856, 3857, 3858, 3859, 3860, 3861, 3862, 3863, 3864, 3865, 3866, 3867, 3868, 3869, 3870, 3871, 3872, 3873, 3874, 3875, 3876, 3877, 3878, 3879, 3880, 3881, 3882, 3883, 3884, 3885, 3886, 3887, 3888, 3889, 3890, 3891, 3892, 3893, 3894, 3895, 3896, 3897, 3898, 3899, 3900, 3901, 3902, 3903, 3904, 3905, 3906, 3907, 3908, 3909, 3

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions:
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")
 Not Applicable

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:
(Identify or describe, if appropriate, proposed use or goals.)

Scope of work includes renovations to the Judicial Center Building (1st floor), Historic Courthouse (1st floor), Supervisor of Election Building and an addition of 4,800 sq. ft.

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information such as geotechnical reports about the site.)

In addition to Construction Documents for this project the scope of work also includes review and evaluation of an existing county planning study prepared by others. There is also a programming, presentation and documentation phase and review of existing building to be renovated, as well options and feasibility for the project.

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

The program will be developed by updating space standard spread sheet provided by Sumter County and distributed to Court Administrator and other departments. We will then update the existing county planning study based on Owner responses.

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

Owner to provide legal description and information as required.

§ 1.1.2.5 The financial parameters are as follows:

1. Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:

\$7,911,159.00 (Million dollars)

2. Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:

Unknown at time of execution.

§1.1.2.6 The time parameters are:
(Identify: (if appropriate, milestone dates, durations or fast track scheduling).)

Unknown at time of execution.

§1.1.2.7 The proposed procurement or delivery method for the Project is:
(Identify method such as competitive bid, negotiated contract, or construction management.)
Construction Management

§1.1.2.8 Other parameters are:
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)
Unknown at time of execution.

§1.1.3 PROJECT TEAM

§1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)

Douglas L. Conway
Project Manager

§1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)
Unknown at time of execution.

§1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

Unknown at time of execution.

§1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Joseph Rispoll, Project Manager
Rolando Sosa, Project Manager
Ron Czyznikiewicz, Architect

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

Griffey Engineering-Civil
TLO Engineering-MEP and Structural
EDK-Environmental Design-Landscape Architecture

§ 1.1.4 Other important initial information is:

Unknown at time of execution.

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201, current as of the date of this Agreement, or as follows:

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforcement rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 1.3.2.3 Except for the licenses granted in Section 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

§ 1.3.3 CHANGE IN SERVICES:

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

1. change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
2. enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
3. decisions of the Owner not rendered in a timely manner;
4. significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
5. failure of performance on the part of the Owner or the Owner's consultants or contractors;
6. preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
7. change in the information contained in Article 1.1.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 1.3.5 ARBITRATION

§ 1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.

§ 1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Section 1.4.2.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 1.3.8.7.

§ 1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified below:

1. transportation in connection with the Project, authorized out-of-town travel and subsistence; and electronic communications;
2. fees paid for securing approval of authorities having jurisdiction over the Project;
3. reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
4. expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
5. renderings, models and mock-ups requested by the Owner;
6. expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
7. Reimbursable Expenses as designated in Section 1.5.5;
8. other similar direct Project-related expenditures.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 14. SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

(List other documents, if any, delineating Architect's scope of services.)

See attached exhibit "A"

§ 1.4.1.3 Other documents as follows:

(List other documents, if any, forming part of the Agreement.)

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

Not Applicable

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

- Task 1 - Program Evaluation / Analysis - Cost is \$9,835.
- Task 2 - Evaluate Existing Drawings and update to reflect existing conditions - Cost is \$23,840.
- Task 3 - Feasibility Studies/Analysis - Cost is \$31,845.
- Task 4 - Civil Engineering - Cost is \$6,500.
- Task 5 - Construction Documents - Cost to be determined upon completion of Tasks 1, 2, and 3, and will be based on the DMS curve, fee guide.
- Task 6 - Reproduction Allowance \$2,500
- Total of all Tasks excluding task 8 is \$74,520

See attached exhibit "1"

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

See attached exhibit "2"

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of () times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of () times the expenses incurred by the Architect, and the Architect's employees and consultants.

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 1.5.7 An initial payment of \$ () Dollars shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

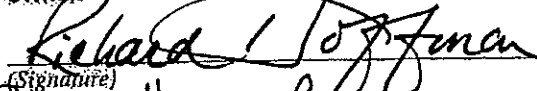
§ 1.5.8 Payments are due and payable () days from the date of the Architect's invoice. Amounts unpaid the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

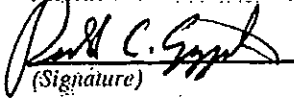
§ 1.5.9 If the services covered by this Agreement have not been completed within () months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

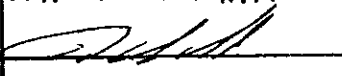
OWNER


(Signature)
RICHARD HOFFMAN, CHAIRMAN
(Printed name and title)

ARCHITECT


(Signature)
RONALD C. GRYNIEWICZ
(Printed name and title)
VICE PRESIDENT

SENIOR PARTNER, PRESIDENT


JOSEPH R. POLL
PRESIDENT AIA

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document B141™ - 1997. Copyright © 1917, 1926, 1940, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1973, 1977, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties; and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Exhibit "1"

ARCHITECTURE 
~~ARCHITECTURE~~ STUDIO, INC.

REVISED SCOPE OF WORK

November 26, 2007

Sumter County Board of Commissioners
Attn: Tina Chavez
209 North Florida Street
Bushnell, FL 33513

RE: **DESIGN SERVICES FORMAT
FOR SUMTER COUNTY JUDICIAL COMPLEX**

Dear Tina:

Architecture Studio, Inc. will coordinate and manage every aspect of the project with regards to its Consultants and coordinate meetings with the Sumter County Owner's Team and the Construction Manager at Risk. The Owner will determine the inclusion of its team members and we will notify those team members of meetings, etc. Team Owner's may include Judiciary, Court Administration, Clerk of Courts, State Attorney's Office, Tax Collector, and Property Appraiser. The buildings to be considered for this project include:

1. **Judicial Center Renovation** - Determine the most efficient utilization of Sheriff's and Clerk's vacated office space. (*Owner provided existing plans appear complete*)
2. **Renovation of the existing Supervisor of Elections Office Building and the addition of 4,800 Sq. Ft.** - Determine the most efficient as well as new addition utilization of Supervisor of Elections vacated office space. (*Owner provided existing plans*)
3. **Renovation of the existing Historical Courthouse (1st Floor Only** - Determine the most efficient utilization of vacated office space. (*Partial Plans provided*)

SCOPE OF SERVICES

Task 1 - Program Evaluation / Analysis

Coordinate with occupants of each facility to determine space needs in increments of 5/10 year period. (This will be a detailed program to identify all space necessary for the occupants to provide for the services unique to each department, division, office, etc.). We will also review the program to see if it is current, does it include all users? Have the previous needs changed?

Review and Evaluation Phase	
Review existing county planning study prepared by Architects Design Group, Inc. dated the 23 of November.2004. and subsequently revised.	10 Hrs @ \$45 (Clerical)=\$450 30 Hrs. @ \$110 (Architect)=\$3,300 2 Hrs. @ \$135 (Principal)=\$270
Develop evaluation summary of existing planning study.	
Schedule-10 working days + Owner review.	Fees \$4,020

Programming Phase	
Update space standard spread sheet provided by Sumter County	05 Hrs @ \$45 (Clerical)=\$225
Distribute to court administrator and other departments.	19 Hrs. @ \$110 (Architect)=\$2,090
Review comments regarding spread sheet standards with court administrator and other departments.	04 Hrs. @ \$135 (Principal)=\$540
Visit site and schedule staggered meetings (Same Day) with all department heads to review summary sheet.	
Update existing county planning study based on summary analysis, meetings, interviews, and evaluations with court administrator.	
Schedule-7 working days + Owner review.	Fees \$2,855

Presentation Phase	
Preliminary presentation to administrators and department heads.	06 Hrs @ \$45 (Clerical)=\$270
Adjust and or modify preliminary presentations as per comments from administrators and department heads.	22 Hrs. @ \$110 (Architect)=\$2,420
Adjust and or modify final documents as per comments from County Commissioners	2 Hrs. @ \$135 (Principal)=\$270
Schedule-8 working days + Owner review.	Fees \$2,960

Total 25 working days + Owner review.	Total Fees \$9,835
----------------------------------------------	---------------------------

Task 2 -- Evaluate Existing Drawings and update to reflect existing conditions

Part of this project is determining the best suitable building for this project. We will review existing plans and if it is mutually determined by Architecture Studio and the Owner that the existing plans, if any, are not adequate we shall site measure the proposed buildings and have as-built drawings for use as part of this project. As-built drawings may be required for any or all part of proposed buildings including Judicial Building, Historic Courthouse, and the old Supervisor of Elections Building.

Note: Comprehensive Structural, Mechanical, Plumbing, and Electrical as-builds are excluded from this study.

Documentation Phase	
Judicial Center (1st Floor Only)	22,500 SF (+/-) One-Story
Auto Cad Transfer of existing floor plans.	180 Hrs @ \$65 (CAD)=\$11,700
Field visit and reconcile / coordinate each room within the building with existing conditions of drawings provided	16Hrs.@\$110(Architect)=\$1,760
Auto cad update based on field visit findings	
ADA Accessibility review and summary.	
Schedule-22 working days + Owner review.	Fees \$13,460

Renovation of the existing Supervisor of Elections Office	8,200 SF (+/-) One-Story
Auto Cad Transfer of existing floor plans	46 Hrs @ \$65 (CAD)=\$2,990
Field visit and reconcile / coordinate each room within the building with existing conditions of drawings provided.	08 Hrs. @ \$110 (Architect)=\$880
Auto cad update based on field visit findings	
ADA Accessibility review and summary.	
Schedule-7 working days + Owner review.	Fees \$3,870

Renovation of the existing Historic Courthouse (1st floor only)	10,174 SF (+/-) One-Story
Auto Cad Transfer of existing floor plans	90 Hrs @ \$65 (CAD)=\$5,850
Field visit and reconcile / coordinate each room within the building with existing conditions of drawings provided	6 Hrs. @ \$110 (Architect)=\$660
Auto cad update based on field visit findings	
ADA Accessibility review and summary.	
Schedule-22 working days + Owner review.	Fees \$6,510

Total 25 working days + Owner review.	Total Fees \$23,840
----------------------------------------------	----------------------------

Task 3 - Feasibility Studies/Analysis

Provides the Owner with two options to include design, general circulation, and phased growth plans to include 5-year and 10-year growth intervals. As part of the multiple options we shall provide creative options, making recommendations to properly utilize the space.

Options and Feasibility	
Judicial Center	46,000 SF (+/-) Two-Story
Two Preliminary and Schematic options with adjacencies for each floor.	140 Hrs @ \$65 (CAD)=\$9,100
Summary of vacant spaces with possible current or future uses.	60Hrs. @ \$110 (Architect)=\$6,600
	6 Hrs. @ \$135 (Principal)=\$810
Schedule-15 working days + Owner review.	Fees \$16,510

Renovation to and an addition of 4,800 S.F. to the existing Supervisor of Elections Office Building	17,800 SF (+/-) One-Story
Two Preliminary and Schematic options with adjacencies for each floor.	30 Hrs @ \$65 (CAD)=\$1,950
Summary of vacant spaces with possible current or future uses.	33Hrs. @ \$110 (Architect)=\$3,630
	15Hrs. @ \$135 (Principal)=\$2,025
Schedule-10 working days + Owner review.	Fees \$7,605

Renovation of the existing Historic Courthouse (1st Floor Only)	10,174SF (+/-) One-Story
Two Preliminary and Schematic options with adjacencies for each floor.	60 Hrs @ \$65 (CAD)=\$3,900
Summary of vacant spaces with possible current or future uses.	25Hrs. @ \$110 (Architect)=\$2,750
	8Hrs. @ \$135 (Principal)=\$1,080
Schedule-15 working days + Owner review.	Fees \$7,730

Total 70 working days + Owner review.	Total Fees \$31,845
----------------------------------------------	----------------------------

Task 4 – Civil Engineering Services

- For Design and permitting of approximately a 4,500 SQ FT. addition to the existing Sumter County Judicial Building located in Bushnell, Florida.

Please See Attached Exhibit "A" from Griffey Engineering	Total Fees \$6,500
-----------------------------------------------------------------	---------------------------

Task 5 - Construction Documents

- Schematic Design - Conceptual floor plan indicating office space, corridors, restrooms, equipment room (mech./elect/voice/data), break room, copy center, conference room, reception area, etc. Prepare cost estimate to determine if the project is within budget.
- Design Development - Floor plan with develop details, update project estimate to determine that the project is within project budget.
- Construction Documents - Prepare permit documents and assist the CM at Risk in validating the project budget.
- Bidding or Negotiation Activities - Prepare bid or negotiation document, participate or conduct pre bid conference, evaluate proposals.
- Construction Contract Administration - Take all necessary action to facilitate a successful construction phase. To include but not limited to RFI's (Request for Information), shop drawings, submittals, change orders, supplemental instructions, field observations, certification of payment, project close-out and all other task as required by the AID Contract Documents.

Fee – Will be negotiated based on a percentage of construction cost, based on the State of Florida Department of Management Services A/E Fee Guide

Fee example for budgetary reasons only:

- 4,800 sq. ft. addition x \$175 s.f.= \$840,000 and architectural fees of 7.7% = \$64,680
 - 40,874 sq. ft. renovation x \$150 s.f.= \$6,131,100 and architectural fees of 7.66% = \$469,642
- Total projected estimated fees for this phase are \$534,322.**

Attached is the State of Florida, Department of Management Services Fee Guide Calculator and our Fee Schedule.

Task 6 – Reproduction Allowance \$2,500

This item is to cover reprographic printing and copying charges for the production of check prints, plans, and reports for submittal to the client and regulatory agencies. This item is priced as an allowance in increments of \$2,500. Only actual charges accrued will be billed.

Total cost associated with each task as follows.

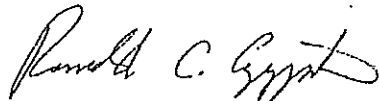
- **Task 1 - Program Evaluation / Analysis Cost is \$9,835.**
- **Task 2 – Evaluate Existing Drawings and update to reflect existing conditions Cost is \$23,840.**
- **Task 3 - Feasibility Studies/Analysis Cost is \$31,845.**
- **Task 4- Civil Engineering cost is \$6,500.**
- **Task 5 - Construction Documents Cost to be determined upon completion of Tasks 1, 2, and 3.**
- **Task 6- Reproduction Allowance \$2,500**
- **Total of all Tasks excluding task 5 is \$74,520.**

Thank you for your consideration.

Sincerely,



Joseph A. Rispoli
Project Manager



Ronald C. Czyznik
Project Architect

Exhibit A

November 19, 2007
Sumter County Judicial Center - Site Plan
Project # 07076SPN

SCOPE OF SERVICES

PROJECT DESCRIPTION

The project consists of civil engineering services necessary for the design and permitting of an approximately 4,500-sf addition to the existing Sumter County judicial building. The property is located at the judicial center in the City of Bushnell. The plans shall include the existing geometric layout, paving and grading features as well as the proposed building addition. Engineering services shall provide engineered construction plans and documents sufficient for construction, calculations supporting the design, SWFWMD permit submission, and supporting materials for securing Sumter County approval. Engineering services under this proposal does not include flood studies, traffic studies, landscape or irrigation plan, lighting plan, geotechnical investigation, environmental services, Florida Department of Environmental Protection (FDEP) permitting, Florida Department of Transportation (FDOT) permitting, Florida Fish and Wildlife Conservation Commission (FFWCC) permitting, structural design, construction engineering & inspection, post-construction certification, or other services not described in this scope.

The project shall be subject to approvals and permits from Sumter County and the Southwest Florida Water Management District (SWFWMD).

WORKSCOPE

PART 1 - SUBCONSULTANT SERVICES

Items in this part of the workscope describe work effort that is necessary for the successful completion of the project. These services are not provided by Griffey Engineering, Inc., and would need to be contracted directly by the Client, or by Griffey Engineering, Inc. as a reimbursable expense.

SURVEYING

Surveying of the boundary, topography, trees, utilities and existing buildings are necessary for this project. This task is not included in this workscope, but is listed to identify it as a needed element for the completion of this scope of service.

PART 2 - ENGINEERING SERVICES

Items described in this part of the workscope describe work effort provided by Griffey Engineering, Inc.

TASK I: CAD DRAFTING & DESIGN

Services shall include plan preparation and engineering design. Plans shall include final site plan construction & permitting drawings. Construction & permitting drawings shall include a cover sheet; an existing development layout; a proposed development layout and construction details & notes.

November 19, 2007
Sumter County Judicial Center - Site Plan
Project # 07076SPN

TASK II: STORMWATER MANAGEMENT

Stormwater management shall include analysis and calculations necessary for a SWFWMD permit submission and associated process coordination. It is understood that the additional impervious surface associated with the expansion is included in a previously approved master stormwater permit. As such, the SWFWMD permitting under this task shall be limited to the work effort necessary to demonstrate conformance with the existing permit. New permitting with SWFWMD and design of on-site stormwater management facilities is not included in this workscope.

TASK III: LOCAL APPROVALS

Services shall include preparation and submittal of plans, applications, and supporting documents to the appropriate Sumter County representative and attendance at development review meetings. It is assumed that the submittal of the plans, applications, and supporting documents will be coordinated by the Sumter County representative. Additional meetings beyond those described would represent requested services and billed on a time and materials (T/M) basis.

TASK IV: REPRODUCTION ALLOWANCE

This item is to cover reprographic, printing & copying charges for the production of check prints, plans and reports for submittal to the client and regulatory agencies. This item is priced as an allowance. Only actual charges accrued will be billed.

TASK V: OTHER SERVICES

SubTask A: Requested Meetings

The extent and number of meetings, other than those previously identified, are not known and none are proposed. Meetings requested by the Client or by regulatory agencies will be considered outside the above workscope and will be invoiced on a time and materials basis. Verbal requests by the Client or regulatory agencies to attend meetings will be considered authorization and subsequently the Client will be invoiced for such meetings.

SubTask B: Requested Services

Requested work items outside the above described services will be considered additional work and will be invoiced on a time and materials basis or by separate letter agreement. No work will be performed under this subtask without the prior approval from the Client. Verbal requests by the Client will be considered authorization and subsequently the Client will be invoiced for such work.

November 19, 2007
 Sumter County Judicial Center - Site Plan
 Project # 07076SPN

FEE PROPOSAL

ENGINEERING SERVICES

TASK	DESCRIPTION	FEE
Task I	CAD Drafting & Design	\$5,500.00
Task II	Stormwater Management	\$500.00
Task III	Local Approvals	\$500.00
TOTAL *		\$6,500.00

REIMBURSABLE EXPENSES

Task IV	Reproduction Allowance	\$1,000.00
Task V	Other Services	
Subtask A	Requested Meetings	T/M
Subtask B	Requested Services	T/M
TOTAL		\$1,000.00

* Does not include items identified as time and materials (T/M), application fees, or non-labor items.

Services provided on a time and materials basis shall be charged by the following schedule:

LABOR CATEGORY	RATE
Professional Engineer (Principal)	\$135.00/hour
Professional Engineer	\$125.00/hour
Engineer	\$100.00/hour
CAD Specialist	\$75.00/hour
Clerical	\$50.00/hour
NON-LABOR CATEGORY	RATE
Copies	\$0.10/page
Mileage	\$0.45/mile
Prints/Plots	\$2.00/sheet
Courier/Express/Postage	At Cost
Outside Consultants	At Cost

November 19, 2007
Sumter County Judicial Center - Site Plan
Project # 07076SPN

TERMS OF AGREEMENT

1. Griffey Engineering, Inc. will conduct the services described in the Scope of Services for fees listed in the Fee Proposal.
2. Griffey Engineering cannot guarantee the acquisition of all permits/approvals. However, we will strive toward this end. Client is responsible for payment of all consulting fees due Griffey Engineering regardless of agency/governmental actions.
3. Tasks I-III will be billed on a percent completion basis to the budget limits. Task IV will be billed for actual costs accrued. Task V will be billed on a time and material (t/m) basis per the attached rate schedule.
4. Invoices will be rendered monthly.
5. Non-labor items will be invoiced on an at-cost basis.
6. Payments for Invoices will be due within thirty (30) days of receipt. Interest will be accrued at the rate of 1.5% per month on all unpaid balances.
7. In the event Griffey Engineering is required to utilize its attorney in collection of fees for services rendered, Client agrees to bear the costs of collection, including attorney's fees.
8. The prices and rate schedules outlined in this contract are valid for a period of ninety (90) days after which time Griffey Engineering may renegotiate the fees.
9. This agreement may be terminated by either party within fifteen (15) days written notice. In the event of termination, Griffey Engineering shall be compensated for work performed to the date of termination.

ACCEPTED BY GRIFFEY ENGINEERING:

NAME:

Donald A. Griffey

TITLE:

President

DATE:

11-19-07

ACCEPTED BY CLIENT:

NAME:

TITLE:

CHAIRMAN

DATE:

NOV 27 2007

Exhibit "2"

SUMTER COUNTY JUDICIAL CENTER November 26, 2007

HOURLY BILLING RATES*

Personnel Classification	Hourly Billing Rate
Principal	\$135.00
Architect	\$110.00
CAD Technician	\$65.00
Clerical	\$45.00

SERVICE RELATED DIRECT EXPENSES*

Item	Quantity	Cost
Overnight Mail		Direct Cost + 10%
Blueprinting 24" x 36"	Per Sheet	Direct Cost + 10%
Photocopies 8½" x 11"	Per Sheet	\$0.25
Photocopies 11" x 17"	Per Sheet	\$0.75
Color Copies 8½" x 11"	Per Sheet	\$2.00
Color Copies 11" x 17"	Per Sheet	\$3.00
Reproducible Vellums	Per Sheet	\$11.00
CAD CD File Disk	Each	\$25.00
Travel Charges for Trips outside Marion County	Per Mile	Sumter County Standard \$0.445
Renderings	Each	As per Quote

*Billable Rates shall be reviewed on the Contracts annually and adjusted for inflation (Consumer Price Index).

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: ARCHITECTURE STUDIO, INC. FIRST AMENDMENT REVISION # 1 &
AMENDMENT #2

REQUESTED ACTION: Request BOCC to authorize Amendment #1 Rev. #1 & #2

☐ Work Session (Report Only) **DATE OF MEETING:** 9/8/2009
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: Construction Services

BUDGET IMPACT: \$233,145.64
☐ Annual **FUNDING SOURCE:** Capital Outlay Construction Fund
☒ Capital **EXPENDITURE ACCOUNT:** various, see below
☐ N/A

HISTORY/FACTS/ISSUES:

This contract amendment will provide for design modifications which will address code compliance issues in the Historic Courthouse for the first, second, and third floors. This action will also mitigate the building envelope issues. This request will establish the Security Vestibule as a stand alone project connecting both the Judicial Building and the Historic Courthouse. Included in this amendment is a credit in the amount of \$22,243.00 associated with the percentage based fee contract for the Public Defender and Tax Collector/Property Appraiser projects. Amendment #1 Rev #1 reflects contract modification for the revised percentage based fee contact amount.

- A) Historic Courthouse First Floor and Fire Pump relocation and design-- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$18,440.00
- B) Historic Courthouse Second Floor -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$41,760.00
- C) Historic Courthouse Third Floor -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$43,506.44
- D) Historic Courthouse Exterior Building Envelope -- Architecture Studio, Inc. Proposal dated August 17, 2009 in the amount of \$6,150.00
- E) Percentage based fee contract credits -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of <\$22,243.00>. This credit is comprised of \$11,508.00 associated with the Public Defender's project and \$10,735.00 associated with the Tax Collector/Property Appraiser's project.
- F) Security Vestibule -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$145,532.20

Accounts:

305-100-519-6246 Security Vestibule: \$145,532.20
305-100-519-6206 Historic Courthouse: \$109,856.44
305-280-723-6212 Public Defender: Credit \$11,508.00
305-021-519-6209 Tax Collector/Property Appraiser: Credit \$10,735.00

**SECOND AMENDMENT TO AGREEMENT
BETWEEN OWNER AND ARCHITECT AIA B141- 1997**

WHEREAS, on or about November 27, 2007, the Architecture Studio, Inc., a Florida Corporation ("Architect"), and the Board of County Commissioners of Sumter County, Florida, a subdivision of the State of Florida (the "Board"), entered into an Agreement (the "Agreement"), in which the Architect agreed to provide services in furtherance of the design of the design of the Historic Courthouse for the benefit of Sumter County, and;

WHEREAS, the parties wish to amend the Agreement to more accurately memorialize the intentions of the parties with regard to certain increase of scope of services of the Agreement.

THEREFORE, the parties hereto, being fully advised of the terms herein, and having been advised by legal counsel, do hereby agree to amend the Agreement by this writing (the "Amendment") and state the following:

1. That the "WHEREAS" recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.
2. In accordance with Article 1.3.3 CHANGE IN SERVICES; Sumter County acknowledges the necessity to incorporate the following expanded architect and engineering services; Exhibit A dated 8.20.2009 and Exhibit C dated 8.17.2009, for the services listed below only.
 - A) Historic Courthouse First Floor and Fire Pump relocation and design-- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$18,440.00
 - B) Historic Courthouse Second Floor -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$41,760.00
 - C) Historic Courthouse Third Floor -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$43,506.44

D) Historic Courthouse Exterior Building Envelope -- Architecture Studio, Inc. Proposal dated August 17, 2009 in the amount of \$6,150.00

E) Percentage based fee contract credits -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of <\$22,243.00>. This credit is comprised of \$11,508.00 associated with the Public Defender's project and \$10,735.00 associated with the Tax Collector/Property Appraiser's project.

F) Security Vestibule -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$145,532.20.

G) The AIA D200 (Exhibit C) will serve as the tasks list for the scope of services.

H) The design product, construction documents \ bid documents \ permits documents with be due in accordance with Sumter County's Master Project Schedule.

3) Any provisions of the original Agreement not replaced or contradicted by this Amendment remain in full force and effect. In the event of any conflict between the terms of this Amendment and the original Agreement, the terms of this Amendment shall prevail.

Dated this ____ day of _____, 2009.

Architecture Studio, Inc.

SUMTER COUNTY

Joseph Rispoli
Senior Partner, President

Honorable Garry Breedon
Chairman, Board of County Commissioners

Erik Garcia, Architect

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: ARCHITECTURE STUDIO, INC. FIRST AMENDMENT REVISION # 1 &
AMENDMENT #2

REQUESTED ACTION: Request BOCC to authorize Amendment #1 Rev. #1 & #2

☐ Work Session (Report Only) **DATE OF MEETING:** 9/8/2009
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

Construction Services

BUDGET IMPACT: \$233,145.64

☐ Annual

FUNDING SOURCE:

Capital Outlay Construction Fund

☒ Capital

EXPENDITURE ACCOUNT:

various, see below

☐ N/A

HISTORY/FACTS/ISSUES:

This contract amendment will provide for design modifications which will address code compliance issues in the Historic Courthouse for the first, second, and third floors. This action will also mitigate the building envelope issues. This request will establish the Security Vestibule as a stand alone project connecting both the Judicial Building and the Historic Courthouse. Included in this amendment is a credit in the amount of \$22,243.00 associated with the percentage based fee contract for the Public Defender and Tax Collector/Property Appraiser projects. Amendment #1 Rev #1 reflects contract modification for the revised percentage based fee contact amount.

- A) Historic Courthouse First Floor and Fire Pump relocation and design-- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$18,440.00
- B) Historic Courthouse Second Floor -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$41,760.00
- C) Historic Courthouse Third Floor -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$43,506.44
- D) Historic Courthouse Exterior Building Envelope -- Architecture Studio, Inc. Proposal dated August 17, 2009 in the amount of \$6,150.00
- E) Percentage based fee contract credits -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of <\$22,243.00>. This credit is comprised of \$11,508.00 associated with the Public Defender's project and \$10,735.00 associated with the Tax Collector/Property Appraiser's project.
- F) Security Vestibule -- Architecture Studio, Inc. Proposal dated August 20, 2009 in the amount of \$145,532.20

Accounts:

305-100-519-6246 Security Vestibule: \$145,532.20

305-100-519-6206 Historic Courthouse: \$109,856.44

305-280-723-6212 Public Defender: Credit \$11,508.00

305-021-519-6209 Tax Collector/Property Appraiser: Credit \$10,735.00

**FIRST AMENDMENT REVISION 1 TO AGREEMENT
BETWEEN OWNER AND ARCHITECT AIA B141- 1997**

WHEREAS, on or about November 27, 2007, the Architecture Studio, Inc., a Florida Corporation ("Architect"), and the Board of County Commissioners of Sumter County, Florida, a subdivision of the State of Florida (the "Board"), entered into an Agreement (the "Agreement"), in which the Architect agreed to provide services in furtherance of the design of the jail facilities for the benefit of Sumter County, and;

WHEREAS, the parties wish to amend the Agreement to more accurately memorialize the intentions of the parties with regard to certain increase of scope of services of the Agreement.

THEREFORE, the parties hereto, being fully advised of the terms herein, and having been advised by legal counsel, do hereby agree to amend the Agreement by this writing (the "Amendment") and state the following:

1. That the "WHEREAS" recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.
2. In accordance with Article 1.3.3 CHANGE IN SERVICES; Sumter County acknowledges the necessity to incorporate the following expanded architect and engineering services;
 - A) NEW TAX COLLECTOR AND PROPERTY APPRAISER OFFICE -
Architecture Studio, Inc. Proposal dated May 16, 2008 in the amount of \$96,698.90. The attached schematic drawings 4.00 and 4.01 both dated April 15, 2008 have been approved as the design transition point to proceed from.

As of September 8, 2009, this percentage base fee shall be adjusted from \$96,698.90 to \$62,289, this reflects the percentage base fee on actual construction cost of \$758,800.

B) NEW STATE ATTORNEY'S OFFICE – Architecture Studio, Inc Proposal dated May 12, 2008 in the amount of \$ 132,215.80. The attached schematic drawings 1.01 and 1.02 both dated 04.03.08 have been approved as the design transition point to proceed from.

C) The modified AIA D200 (exhibit A) will serve as the tasks list for the scope of services.

D) The design product, construction documents \ bid documents \ permits documents with be due in accordance with Sumter County's Master Project Schedule.

3) Any provisions of the original Agreement not replaced or contradicted by this Amendment remain in full force and effect. In the event of any conflict between the terms of this Amendment and the original Agreement, the terms of this Amendment shall prevail.

Dated this ____ day of _____, 2009.

Architecture Studio, Inc.

SUMTER COUNTY

Joseph Rispoli
Senior Partner, President

Honorable Garry Breedon
Chairman, Board of County Commissioners

Erik Garcia, Architect
Vice President



The LEED Green Building Rating System is the nationally accepted benchmark for the design, construction, & operation of high performance green buildings.

REVISED

August 20, 2009

The following projects need S.C.C. approvals so that we can provide you with delivery dates.

A. STATE ATTORNEY'S OFFICE (Historic Courthouse) Construction Documents 75% complete.

Owner has requested additional work that was not included within our scope of services. Owner's approval is required prior to commencement of requested work:

1. Mechanical, Electrical, Fire Protection, Finishes, and ADA Modifications for:

1 st Floor	\$ 8,920.00
4,000 SF - Clerk of the Court	
2 nd Floor	\$35,680.00
16,000 SF	
3 rd Floor	\$34,181.44
6,000 SF - Historic Courthouse	
9,328 SF of Annex	
Historic Courthouse Attic Space	\$ 2,500.00

2. Fire Pump Relocation and Design \$ 8,000.00

Note: New location to be within the existing building.

3. Generator Design \$ 2,600.00

Note: Independent Generator Design may be required by Fire Marshall.

1 st Floor Approval _____	Date _____
2 nd Floor Approval _____	Date _____
3 rd Floor Approval _____	Date _____
Attic Approval _____	Date _____
Fire Pump Relocation _____	Date _____
Generator Design _____	Date _____

Note: Item No. 2, (Fire Pump Relocation and Design) must be completed prior to 2nd and 3rd Floor work.

4. Existing Conditions/As Built of the following:

1 st Floor	\$1,520.00
4,000 SF - Clerk of the Court	
2 nd Floor	\$6,080.00
16,000 SF	
3 rd Floor	\$5,825.00
6,000 SF - Historic Courthouse	
9,328 SF of Annex	
Historic Courthouse Attic Space	\$1,000.00

1 st Floor Approval _____	Date _____
2 nd Floor Approval _____	Date _____
3 rd Floor Approval _____	Date _____
Attic Approval _____	Date _____

5. Telecom, Security, Voice and Data

1st Floor - 4,000 SF - Clerk of the Court
 2nd Floor - 16,000 SF
 3rd Floor - 6,000 SF - Historic Courthouse
 9,328 SF of Annex

No Charge (Specification and Equipment location only)

B. SECURITY ENTRANCE/CENTRAL ACCESS POINT

The project size is approximately 5,000 SF with a \$1,600,000.00 Estimated Budget. Construction Documents are 100% complete and the project is currently in the Bidding Phase.

1. *Stand Alone Project*

Fee of \$122,182.20 (\$1,600,000.00 Estimated Budget)

Architectural Fee	\$135,758.00
Good Faith Discount (10%)	- 13,575.80
Adjusted Fee	\$122,182.20

Proposed Fee of \$122,182.20 (based on 10% discount of \$135,758.00) Based on 8.48% (DMS Curve Fee Guide Calculator, Attached).

Approved by _____ Date _____

2. *Civil Engineering Services*

Fee of \$6,500 plus 10% coordination fee of \$650.00 = \$7,150

Approved by _____ Date _____

3. *Telecom, Security, Voice, Data Specialty Services*
Fee of \$11,200.00

Approved by _____ Date _____

4. *Reimbursable Expenditures*
Allowance of \$5,000.00

Approved by _____ Date _____

C. JUDICIAL AND COURT ADMINISTRATOR'S FACILITY

We are requesting formal approval to proceed with working drawings based on approved plans. The project is approximately 26,340 total SF (existing renovation on 1st Floor: 24,090 and 1,007 SF addition, and 2nd Floor: 236 SF renovation and 1,007 SF addition). The estimated budget is \$3,036,800.00. The budget is based on \$402,800.00 for new construction (2,014 SF x \$200) and \$2,634,000.00 for remodeling of existing (26,340 SF x \$100).

Proposed Fee of \$223,844.00 (based on 10% discount of **\$248,715.00**) Based on 8.19% (DMS Curve Fee Guide Calculator, Attached).

Approved by _____ Date _____

D. TAX COLLECTOR & PROPERTY APPRAISER PROJECT

A credit for this project is due to Sumter County Board of County Commission due to lower construction cost and its associated lower architectural fee.

Proposed Credit of (\$10,735.00)

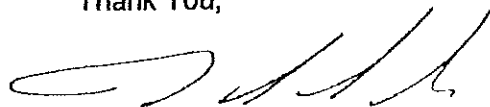
E. PUBLIC DEFENDER'S OFFICE PROJECT

A credit for this project is due to Sumter County Board of County Commission due to lower construction cost and its associated lower architectural fee.

Proposed Credit of (\$11,508.00)

Please review this project progress report and let's get together this week so that we can finalize these final details so that we can provide you with actual delivery dates.

Thank You,



Joseph A. Rispoli
Senior Partner

JAR/pa



The LEED Green Building Rating System is the nationally accepted benchmark for the design, construction, & operation of high performance green buildings.

August 17, 2009

Sumter County Board of County Commissioners
Attention: Doug Conway
209 North Florida Street
Bushnell, FL 33513

RE: Sumter County Courthouse
Preliminary Building Envelope Evaluation

Dear Doug:

Please accept this Proposal on behalf of Architecture Studio, Inc. (Architect) as defining our commitment to provide Architectural Services.

ARCHITECTURAL SCOPE OF WORK

Our office through Jay Ammon Architect, Inc. will provide a preliminary evaluation of the building envelope components of the original building and addition to the Sumter County Courthouse. The building envelope components include the exterior walls, exterior window and doors, ground floors, and roof components. Upon completion of the report the Architect will advise the Consultant of any additional evaluation services or design services required.

1.0 Site Investigation

- 1.1 Visual Examination: Conduct a preliminary visual examination of the exposed building envelope components. Determine component material type and condition. Record deterioration type, location, and extent.

2.0 Analysis:

- 2.1 Component Description: Determine the composition, condition, and prognosis of the building envelope assemblies.
- 2.2 Recommendations: Determine repair or replacement methods of defective components.

3.0 Documentation:

- 3.1 Report: Prepare a preliminary building envelope evaluation report. Include component material type and condition, photographs, and repair recommendations.
- 3.2 Initial Report: Electronically transmit (1) copy of the preliminary report to the Architect for review. Complete any changes in the report mutually agreed upon by the Architect and Consultant.
- 3.3 Final Report: Submit (4) copies of the final report to the Architect.

CONSTRUCTION BUDGET

Construction budget at this time is unknown.

ARCHITECTURAL FEE

Architectural Fee	\$5,800.00
Reimbursable	<u>\$ 350.00</u>

TOTAL FEE	\$6,150.00
------------------	-------------------

Revisions or work requested above and beyond the scope of work included shall be in accordance with Architecture Studio's Fee Schedule for Professional Services attached.

REIMBURSABLE INFORMATION

We shall provide three (3) signed and sealed sets of Construction Documents and check sets during the design process at no cost. Additional plans shall be at an additional cost to the Owner.

SCHEDULE

We do not have your schedule for this project.

PROJECT ACKNOWLEDGEMENT

Architecture Studio, Inc. and its logo will be given credit for any of its work that is advertised, promoted, or that appears in newspapers, magazines, and any other media as it relates to the project.

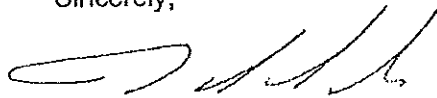
PAYMENT SCHEDULE

Payment will be due and payable upon receipt of the Statements and if not paid within thirty (30) days of the billing date shall bear interest at the rate of 1.5 % per month on the unpaid balance.

While all work will be accomplished to our best professional efforts, the consultant cannot guarantee the actions of government officials or agencies during the project review and approval process.

If this proposal meets with your approval please execute a purchase order as required.

Sincerely,



Joseph A. Rispoli
Senior Partner, VP

JAR/pa



Erik Garcia
Architect, VP, LEED AP

FEE SCHEDULE FOR PROFESSIONAL SERVICES

Personnel Classification	Hourly Billing Rate
Principal	\$125.00
Architect	\$95.00
CAD Technician	\$65.00
Clerical	\$35.00

REIMBURSABLES

Item	Quantity	Cost
Overnight Mail		Direct Cost + 10%
Blueprinting 24" x 36"	Per Sheet	\$1.50
Photocopies 8." x 11"	Per Sheet	\$0.25
Photocopies 11" x 17"	Per Sheet	\$0.75
Color Copies 8." x 11"	Per Sheet	\$2.00
Color Copies 11" x 17"	Per Sheet	\$3.00
CAD CD File Disk	Each	\$25.00
Travel Charges for Trips outside Marion County	Per Mile	\$0.45
E-Mail (Drawings) Owner Requested	Per E-Mail	\$20.00
Renderings	Each	As per Quote



AIA[®] Document D200[™] – 1995

Project Checklist

PROJECT: *(Name and address)*

PROJECT NUMBER:

DATE:

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PROJECT NAME:
PROJECT NUMBER:

1. PRE-DESIGN: Project Feasibility

Notes

- ☐ Determine if the Owner is financially sound.
- ☐ Determine if the Owner is committed to completion of the project.
- ☐ Determine the impact of the following factors on project location:

- ☐ Social
- ☐ Economic
- ☐ Growth
- ☐ Climate
- ☐ Solar
- ☐ Views
- ☐ Transportation
- ☐ Parking
- ☐ Support services
- ☐ Security

- ☐ Request information on the following:

- ☐ Regulatory constraints
- ☐ Variances
- ☐ Special permits
- ☐ Special interest groups
- ☐ Deed restrictions
- ☐ Pending use controls
- ☐ Retroactive controls
- ☐ Special site constraints

- ☐ Determine general time schedule for:

- ☐ Project authorization
- ☐ Project staffing
- ☐ Design
- ☐ Cost estimating
- ☐ Financing
- ☐ Documentation
- ☐ Design review/quality control
- ☐ Permit processing
- ☐ Phasing
- ☐ Special order furnishings and equipment
- ☐ Construction
- ☐ Data and security hook-up
- ☐ Move-in
- ☐ Test operations
- ☐ Rental/sales/leasing

- ☐ Identify special financial possibilities

- ☐ Analyze real estate market:

- ☐ Absorption rate
- ☐ Capture rate
- ☐ Market rent
- ☐ Cost and income projections

PROJECT NAME:
PROJECT NUMBER:

1. PRE-DESIGN: Project Feasibility

Notes

- ☐ Develop estimates for total project cost including:
- ☐ Property
 - ☐ Survey and soil reports
 - ☐ Site preparation
 - ☐ Pre-design and programming
 - ☐ Architectural compensation
 - ☐ Engineering compensation
 - ☐ Special consultants
 - ☐ On-site improvements
 - ☐ Off-site improvements
 - ☐ Permits
 - ☐ Testing
 - ☐ Inspection
 - ☐ Construction
 - ☐ Tenant improvements
 - ☐ Furniture
 - ☐ Equipment
 - ☐ Telecommunications systems
 - ☐ Security
 - ☐ Landscaping
 - ☐ Property taxes
 - ☐ Insurance
 - ☐ Mortgage loan fees
 - ☐ Interim loan fees
 - ☐ Interest payments
 - ☐ Closing costs
 - ☐ Post-design services
 - ☐ Leasing agent fees
 - ☐ Sales commission
 - ☐ Contingency allowances
- ☐ Develop estimates for annual project operating expenses including:
- ☐ Debt service
 - ☐ Utilities
 - ☐ Facilities management
 - ☐ Leasing
 - ☐ Cleaning
 - ☐ Maintenance
 - ☐ Landscaping
 - ☐ Exterior maintenance
 - ☐ Property taxes
 - ☐ Insurance
 - ☐ Accounting fees
 - ☐ Security
 - ☐ Inflation index

PROJECT NAME:
PROJECT NUMBER:

1. PRE-DESIGN: Project Feasibility

Notes

- ☐ Contingency allowances
- ☐ Operations personnel
- ☐ Develop estimates for gross rental, lease or sale income including:
 - ☐ Space or function types
 - ☐ Square footage
 - ☐ Income per square foot
 - ☐ Vacancy rate
- ☐ Prepare cash flow statement
- ☐ Obtain special tax considerations, if any, including:
 - ☐ Tax incentives
 - ☐ Building depreciation
 - ☐ Furniture/equipment depreciation
 - ☐ Deferred taxes
 - ☐ Interest deductions
 - ☐ Capital gain

PROJECT NAME:
PROJECT NUMBER:

1. PRE-DESIGN: Project Presentation

Notes

- ☐ Identify Owner team personnel and roles.
- ☐ Submit project questionnaire to Owner.
- ☐ Identify Owner requirements and address prior to the presentation.
- ☐ Prepare agenda and story boards for presentation.
- ☐ Identify presentation site and configuration:
 - ☐ Lighting
 - ☐ Outlets-how many-where
 - ☐ Existing projection capabilities
 - ☐ Table
 - ☐ Seating
 - ☐ Size
 - ☐ Natural light
 - ☐ Blinds/curtains
 - ☐ Special equipment
 - ☐ Screen type and size
- ☐ Decide on presentation format and media for this project:
 - ☐ Drawings
 - ☐ Renderings
 - ☐ Models
 - ☐ Photos
 - ☐ Slides
 - ☐ Overhead projection
 - ☐ Video
 - ☐ Computer—CAD—transport equipment
- ☐ If presentation is out of the office, determine equipment required:
 - ☐ Slide or overhead projection
 - ☐ Extra lamp
 - ☐ Different lens
 - ☐ 50' extension cord
 - ☐ Extra slide tray
 - ☐ Extra support (for height adjustment)
 - ☐ Need to bring screen
 - ☐ Computer
 - ☐ Outlet type
 - ☐ Enlargement capability for projection
- ☐ Table for support
- ☐ Brief participants on dress, speaking roles, and seating.
- ☐ Set time limit on presentation.
- ☐ Request debriefing—be specific.

PROJECT NAME:
PROJECT NUMBER:

1. PRE-DESIGN: Pre-Contract

Notes

- ☐ Verify your ability to meet the professional liability insurance and licensing requirements of the project locality.
- ☐ Determine basis of services:
 - ☐ Basic services agreement
 - ☐ Designated services agreement
 - ☐ Interior design services agreement
 - ☐ Construction management agreement
 - ☐ Design/build agreement
- ☐ Determine what constitutes additional or supplemental services if basic services agreement is used.
- ☐ Determine designated services based on AIA Document B163, if applicable.
- ☐ Ascertain method for award of construction contract:
 - ☐ Direct selection
 - ☐ Competitive bidding (open or closed)
 - ☐ Negotiated
 - ☐ Single-prime
 - ☐ Multiple prime
 - ☐ Construction management
 - ☐ Design/build
- ☐ Review program requirements with the Owner.
- ☐ Determine Owner's time schedule for bidding and occupancy.
- ☐ Determine Owner's budget and determine its basis (e.g., cost estimate, available funds, fixed limit of construction cost, etc.)
- ☐ Determine whether project budget, schedule and program objectives are compatible and realistic.
- ☐ Determine the compensation method for all services.
- ☐ Select and organize the design team, including structural, mechanical, electrical and special consultants.
- ☐ Inquire regarding consultants' abilities to meet time schedule, liability insurance and licensing requirements; determine compensation.
- ☐ Prepare project estimating and budget worksheet:
 - ☐ Time required for services
 - ☐ Personnel time and production cost projections
 - ☐ Cost of basic services for entire project
 - ☐ Cost of contemplated additional services
 - ☐ Compensation required for additional services
 - ☐ Estimate of reimbursable expenses
 - ☐ Cost of special insurance
 - ☐ Other costs (consultants, etc.)
- ☐ Verify form of general conditions to be used.
- ☐ Prepare Owner/Architect agreement form and submit to Owner. Have legal and insurance counsel review any modifications or specific provisions required by Owner.
- ☐ Verify that the office has the means, space, equipment and personnel capabilities required to complete the project. Consider:
 - ☐ Conflicts with other projects
 - ☐ New hiring

PROJECT NAME:
PROJECT NUMBER:

1. PRE-DESIGN: Pre-Contract

Notes

- ☐ Expansion
- ☐ Joint venture
- ☐ Branch office
- ☐ Review final agreement with legal and insurance counsel. Approve any modifications made by Owner, or renegotiate.
- ☐ Verify that party signing for Owner is legally authorized to execute the agreement.
- ☐ Prepare three originals for signature, complete execution of the agreement and schedule or initiate the first formal phase of work.
- ☐ Submit initial invoice to Owner; if applicable, include reimbursable expenses.
- ☐ Submit information required by the agreement.
- ☐ Distribute executed originals and copies of the final agreement to appropriate parties.
- ☐ Assign project number.

PROJECT NAME:
PROJECT NUMBER:

1. PRE-DESIGN: Project Administration

Notes

- ☐ Determine the first phase of work as defined in the executed Owner-Architect agreement:
 - ☐ Feasibility/market studies
 - ☐ Financial feasibility
 - ☐ Budget feasibility
 - ☐ Assistance in preparing financing applications and/or any other special applications
 - ☐ Assistance in preparing initial agency permit applications
 - ☐ Assistance in selecting consultant for EIR report
 - ☐ Assistance in special studies or analysis prior to programming
 - ☐ Programming
- ☐ Allocate architectural fee:
 - ☐ Profit
 - ☐ Direct expenses
 - ☐ Indirect expenses
 - ☐ Consultants
- ☐ Compare architectural fee with office's hourly costs and establish the number of work hours for each phase of work:
 - ☐ Programming
 - ☐ Site Analysis
 - ☐ Schematic Design
 - ☐ Design Development
 - ☐ Construction Documents
 - ☐ Bidding or Negotiation
 - ☐ Contract Administration
 - ☐ Post-Construction services
- ☐ Prepare a project schedule based on the project objectives and architectural fee.
- ☐ Distribute the project schedule to all project participants.
- ☐ Create a project record book in accordance with office standards.
- ☐ Develop project accounting procedures.
- ☐ Maintain weekly project expense reports.
- ☐ Determine monthly calendar date for submittal of invoices from consultants.
- ☐ Create project filing system in accordance with office standards.
- ☐ Prepare project directory.
- ☐ Distribute project directory.
- ☐ Distribute copies of the Owner-Architect agreement to all project consultants for review.
- ☐ Verify consultant professional liability coverage.
- ☐ Prepare consultant agreements and obtain signatures.
- ☐ Distribute executed consultant agreements.

PROJECT NAME:
PROJECT NUMBER:

1. PRE-DESIGN: Project Programming

Notes

- ☐ Determine the extent of Owner, Architect and consultant responsibilities relative to the building design program.
- ☐ Reconcile the building design program with the Owner's budget. Advise the Owner if budget and program are not compatible.
- ☐ Verify the Owner's list of building functions and spaces.
- ☐ Verify the Owner's list of equipment and furnishings.
- ☐ When applicable, propose to the Owner the implementation of user surveys.
- ☐ Identify the Owner's requirements for growth projections.
- ☐ Identify the Owner's representative responsible for functional relationships and their hierarchies.
- ☐ Identify specific departmental and room occupancies.
- ☐ Create room function and relationship criteria and proceed with a user survey.
- ☐ Create a departmental interaction matrix.
- ☐ Create a room-by-room interaction diagram.
- ☐ Create a bubble diagram of the departmental and room-by-room interaction matrix with important relationship rankings.
- ☐ Determine the Owner's spatial requirements.
- ☐ Determine preliminary structural, mechanical, electrical and other engineering systems.
- ☐ Create horizontal and vertical diagrammatic block plans with relative spatial requirements. Identify all rooms, corridors, and vertical circulation; provide exit analysis.
- ☐ Review the diagrammatic block plans and program with the Owner.
- ☐ Obtain the Owner's written authorization to proceed.

PROJECT NAME:
PROJECT NUMBER:

2. SITE ANALYSIS: Site Evaluation

Notes

- ☐ Request land survey from the Owner.
- ☐ Review the topographic and boundary survey. Check major features through on-site observation.
- ☐ Determine zoning requirements.
- ☐ Secure photographs showing major site features and surrounding influences.
- ☐ Secure available USGS maps of the site.
- ☐ Secure any maps or photos produced by local or state agencies of the site.
- ☐ Secure an aerial photograph of the entire site and its surroundings.
- ☐ Obtain seasonal climate and microclimate data from the weather service.
- ☐ Obtain seasonal solar orientation data.
- ☐ Prepare solar orientation diagrams.
- ☐ Determine drainage, erosion control and storm water detention requirements.
- ☐ Obtain consultant site data requirements.
- ☐ Prepare a list for the Owner's review of testing companies and laboratories that may be used to analyze the site.
- ☐ Assist the client in securing necessary soil and related site tests and required investigations.
- ☐ Determine availability, quantity and quality of existing site utilities.
- ☐ Verify from local and state agencies what special site investigations are required.
- ☐ Have the design team and all consulting staff visit and examine the site. Confirm that all site data has been reviewed by all responsible parties prior to proceeding with site design.

PROJECT NAME:
PROJECT NUMBER:

2. SITE ANALYSIS: Environmental Impact Report

Notes

- ☐ Determine format and content requirements:
 - ☐ Legal requirements of format and content
 - ☐ Public agency checklists
 - ☐ Samples of similar reports in public records
- ☐ Determine the structure of the report: include general and specific environmental issues.
- ☐ Report on topics relating to:
 - ☐ Aesthetic enhancement
 - ☐ Neighborhood and local enhancement
 - ☐ Enhancement of neighborhood or local economy
 - ☐ Land use improvements
 - ☐ Traffic flow and parking improvements
 - ☐ Site accessibility including ADA compliance
 - ☐ Air quality protection or improvements
 - ☐ Microclimate, air motion and humidity improvements
 - ☐ Water quality protection or improvement
 - ☐ Improved surface water flow
 - ☐ Improved ground water retention
 - ☐ Earth slide and erosion prevention
 - ☐ Animal life preservation or enhancement
 - ☐ Plant life protection or enhancement
 - ☐ Historic preservation
 - ☐ Archeological protection
 - ☐ Noise abatement
 - ☐ Hazardous materials
 - ☐ Glare and reflectance prevention
 - ☐ Natural resource development
 - ☐ Tax revenue increase
 - ☐ Improved market for utility services
 - ☐ Improved market for local services
 - ☐ Neighborhood or local security improvement
 - ☐ Health and recreation enhancements
 - ☐ Local ethnic values recognition
- ☐ Identify environmental impact considerations relating to:
 - ☐ Acquisition of property
 - ☐ Relocation of tenants or Owners
 - ☐ Effect of the project on other real property
 - ☐ Demolition of existing structures/tree salvage and removal
 - ☐ Construction
 - ☐ Operation of the facility
 - ☐ Future related or contiguous development

PROJECT NAME:
PROJECT NUMBER:

2. SITE ANALYSIS: Permits

Notes

- ☐ Prepare a directory of governing agencies and their representatives' names, addresses, and phone numbers. Include a section that lists applicable codes, regulations and ordinances that pertain to this project.
- ☐ Identify applicable revisions or changes to codes, regulations and ordinances.
- ☐ Identify the full approval process and prepare a sequential schedule indicating each agency's approval, timeframe and deadline.
- ☐ Identify team members responsible for governing agency contact.
- ☐ Meet with agency representatives to identify special problems.
- ☐ Meet with the Owner to review all ambiguities and contradictions in the applicable codes, regulations and ordinances. Map out a strategy to address these issues. Assist the Owner in completion of applications for approval.

PROJECT NAME:
PROJECT NUMBER:

3. SCHEMATIC DESIGN

Notes

- ☐ Periodically review internal office budgets and production schedules; compare with actual progress.
- ☐ Submit monthly or periodic invoices to the Owner for payment; include reimbursable expenses.
- ☐ Obtain the name of the Owner's authorized representative.
- ☐ Update and distribute project directory.
- ☐ Assign staff to the project.
- ☐ Distribute project schedule to Owner, project staff and consultants.
- ☐ Review all data furnished, including building design program, budget, project budget, legal, site, code, space and special Owner requirements.
- ☐ Prepare functional space plans.
- ☐ Provide engineers and consultants with pertinent program data and functional space plans.
- ☐ Analyze comparative systems with engineers and consultants; select systems to be used in the project. Determine system space and location requirements.
 - ☐ Structural
 - ☐ Mechanical
 - ☐ Electrical
 - ☐ Other consultants
- ☐ Require all consultants to produce their schematic plans following the same format, scale, and drawing positioning as the architectural drawings.
- ☐ Create or obtain lists of special building equipment and fixtures required by the Owner that may affect consultants' work; distribute the lists to appropriate consultants.
- ☐ Review architectural schematic diagrams with consultants. Conduct one or more consultant coordination meetings regarding system compatibility.
- ☐ Confirm that the selected engineering and construction systems are compatible with one another.
- ☐ Prepare basic Schematic Design documents to include:
 - ☐ Site plan with diagrammatic indications showing horizontal relationships
 - ☐ Sections through the site showing vertical relationships
 - ☐ Principal floor plans
 - ☐ General descriptive views or elevations
 - ☐ Illustrative sketches, models or renderings, if required
- ☐ Calculate areas and volumes, and analyze plan efficiency of the design by usable area, area per person or other method.
- ☐ Prepare a general description of the project, including materials and equipment outlines.
- ☐ Begin research on materials, equipment, fixtures and building systems. Create products and materials file.
- ☐ Start project outline specifications.
- ☐ Obtain and review statements of probable construction cost from each consultant.
- ☐ Prepare an estimate of probable construction cost based on all available data. Include appropriate contingency to cover future development of the project. If requested by Owner, provide a detailed estimate and/or life cycle costing as additional service.

PROJECT NAME:
PROJECT NUMBER:

3. SCHEMATIC DESIGN

Notes

- ☐ Select construction cost estimating system:
 - ☐ Square foot cost according to building type
 - ☐ Volume unit cost
 - ☐ Systems estimate
 - ☐ Quantity survey
- ☐ Submit Schematic Design documents to the Owner. (These documents may include, but may not be limited to, drawings, descriptions, calculations, outline specifications, colors, materials and statements of probable construction cost.)
- ☐ Plan appropriate presentation media.
- ☐ Prepare presentation of optional design features and variations.
- ☐ After presentation, evaluate changes and comments.
- ☐ Document revisions to scope of the work and review with the Owner.
- ☐ Obtain Owner's written approval of Schematic Design documents.
- ☐ Obtain Owner's written authority to proceed to the Design Development phase.
- ☐ Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.

PROJECT NAME:
PROJECT NUMBER:

4. DESIGN DEVELOPMENT

Notes

- ☐ Review unresolved issues on Schematic Design checklist.
- ☐ Periodically review internal office budgets and production schedules; compare with actual progress.
 - ☐ Review and update schedule of completion dates for this and all subsequent phases. Inform the project team and Owner of any revisions.
 - ☐ Review and update staff time and production cost projections.
 - ☐ Adjust number and type of staff as required.
 - ☐ Distribute updated project schedule to Owner, staff and consultants.
 - ☐ Update and distribute project directory.
- ☐ As documents develop, confer with and obtain preliminary review from regulatory agencies such as:
 - ☐ Building department
 - ☐ Fire marshal (state & local)
 - ☐ Dept. of Health
 - ☐ Dept. of Education
 - ☐ Zoning commission
 - ☐ Planning commission
 - ☐ Design review board
 - ☐ Other:
- ☐ Identify all documents with project number and date.
- ☐ Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.
- ☐ Obtain Owner's approval of expenditures for any models, perspectives or renderings required for the project.
- ☐ Review the building design program and verify compliance.
- ☐ Re-check Schematic Design documents for code compliance.
- ☐ Obtain Owner's approval in the event that additional consultants are required.
- ☐ Receive results of all investigations and tests, including soil borings and analysis. If necessary, request additional information. Forward final information to appropriate consultants.
- ☐ Review all other data received from the Owner and consultants. If necessary, request additional data.
- ☐ Obtain Owner's standards and requirements, if any, for document format and other presentation materials.
- ☐ In consultation with the Owner and consultants, develop a checklist of special systems.
- ☐ Define actual occupancy for each area, check against program, and forward to consultants.
- ☐ Request that the structural engineer(s) investigate and report on their review of applicable regulations.
- ☐ Request that the mechanical and electrical engineers:
 - ☐ contact utility companies and public authorities for all services and initiate approval process;
 - ☐ investigate and report on their review of all applicable local, public and utility regulations;

PROJECT NAME:
PROJECT NUMBER:

4. DESIGN DEVELOPMENT

Notes

- ☐ notify the Architect of space and location requirements for systems:
and
- ☐ prepare estimates of probable operating costs with
recommendations for implementation.
- ☐ Review engineers' estimates of probable operating costs and forward to
Owner. Obtain Owner's approval of the selected fuel source(s).
- ☐ Prepare site plan indicating building location(s) and site improvements.
- ☐ Prepare other necessary documents to include: plans, elevations, sections,
schedules and notes.
- ☐ Prepare area calculations (net and gross).
- ☐ Prepare building volume calculations.
- ☐ Prepare a preliminary Project Manual.
- ☐ Update materials, equipment, fixtures and building systems file.
- ☐ Direct consultants to prepare design documents as required to illustrate
and describe their portions of the project.
- ☐ Require all consultants to produce their design documents following the
same format as the architectural drawings.
- ☐ Conduct one or more group coordination meetings with consultants.
- ☐ Reach agreement on structural, mechanical, electrical, and other building
systems.
- ☐ Confirm that the selected engineering and construction systems are
compatible.
- ☐ Direct consultants to provide preliminary construction cost estimates for
their portions of the project.
- ☐ Update the statement of probable construction cost. If specifically
requested by the Owner, provide a detailed cost estimate as an additional
service.
- ☐ Submit Design Development documents.
- ☐ Obtain Owner's written approval of Design Development documents.
- ☐ Obtain Owner's written authorization to proceed to Construction
Documents phase.
- ☐ Submit monthly or periodic invoice to the Owner for payment; include
reimbursable expenses.

PROJECT NAME:
PROJECT NUMBER:

5. CONSTRUCTION DOCUMENTS

Notes

- ☐ Review unresolved issues on the Design Development checklist.
- ☐ Periodically review internal office budgets and production schedules; compare with actual progress.
- ☐ Review and update schedule of completion dates for this and all subsequent phases. Inform the project team and Owner of any revisions.
- ☐ Establish a clear chain of command and response for the Construction Documents phase.
- ☐ Review and update staff time and production cost projections.
 - ☐ Adjust number and type of staff as required.
 - ☐ Distribute updated project schedule to Owner, project staff and consultants.
- ☐ Schedule training sessions for personnel who are not experienced in applicable production methods.
- ☐ Update and distribute project directory.
- ☐ Identify all documents with project number and date.
- ☐ As documents develop, confer with and obtain further review from regulatory agencies such as:
 - ☐ Building department
 - ☐ Fire marshal (state & local)
 - ☐ Dept. of Health
 - ☐ Dept. of Education
 - ☐ Other:
- ☐ Check with the applicable regulatory agencies and establish schedule for submission and/or review.
- ☐ Coordinate the work of all team members, including consultants.
- ☐ Coordinate drawings with Project Manual.
- ☐ Update preliminary construction cost estimate and advise the Owner of any
- ☐ Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.
- ☐ Review the program and verify compliance.
- ☐ Re-check Design Development documents for code compliance.
- ☐ Develop a list of required drawings; check requirements of the Owner and governing bodies.
- ☐ Prepare a one-fourth size mock-up of all project drawings, their sequence, and the information to appear on each sheet. Distribute copies to concerned parties for review, then distribute final copies to all staff as a supervisory guide.
- ☐ Determine the final printing system.
- ☐ Determine specific drafting systems appropriate to parts or all of the project and include them in the mockup set.
 - ☐ Computer text and/or CAD graphics
 - ☐ Manual drafting
 - ☐ Photo drafting
 - ☐ Overlay drafting
 - ☐ Keynotes
 - ☐ Linked notes and/or details with CSI numbers (ConDoc)
 - ☐ Full sheets of reusable standard or typical file data
 - ☐ Paste-up

PROJECT NAME:
PROJECT NUMBER:

5. CONSTRUCTION DOCUMENTS

Notes

- ☐ Review the completed working drawing index with all concerned parties. Obtain feedback and make revisions as necessary.
- ☐ Determine the completion date of the limited architectural floor plan base sheet(s) for consultants' use.
- ☐ Develop title block format (check requirements of Owner, licensing laws and governing bodies).
- ☐ Develop format for door, window and finish schedules.
- ☐ Establish a checklist and timetable for the client's applications for approvals and permits from governing bodies.
- ☐ If applicable, determine alternates, cash allowances and unit prices.
- ☐ Obtain Owner's instructions on insurance, bonds, construction agreements and bidding procedures.
- ☐ Submit copies of General and Supplementary Conditions for Owner's review, or obtain Owner's specific contract requirements.
- ☐ Determine what items, if any, are to be furnished by the Owner, and those items not to be included in the contract.
- ☐ Verify Owner's acceptance of the proposed designs for mechanical and electrical systems.
- ☐ Monitor approval and permit process.
- ☐ Obtain schedule for delivery and installation of Owner-furnished materials.
- ☐ Assemble final drawings and specifications for coordination.
- ☐ Conduct team meetings to resolve coordination issues.
- ☐ Revise documents as required.
- ☐ If project will be bid, assemble bidding documents.
- ☐ Determine whether prevailing wage rate statutes apply in project jurisdiction.
- ☐ Prepare final calculations of net and gross areas and volumes.
- ☐ Obtain each consultant's final construction cost estimate for their portion of the project.
- ☐ Prepare final construction cost estimate.
- ☐ Prepare testing and quality control program budgets and assist Owner in selection of testing agency.
- ☐ Submit drawings, Project Manual, construction cost estimate and area calculations to the Owner.
- ☐ Review list of potential bidders with the Owner.
- ☐ Obtain and review qualification statements from interested bidders.
- ☐ Place Architect's and engineers' seals on the documents and obtain signatures required by reviewing authorities.
- ☐ Assist Owner in filing documents for final approvals and permits.
- ☐ Obtain Owner's written authorization to proceed to the Bidding or Negotiation phase.
- ☐ Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.

PROJECT NAME:
PROJECT NUMBER:

6. BIDDING OR NEGOTIATION

Notes

- ☐ Investigate whether other major projects have concurrent bid dates, or if other factors require bid date modification.
- ☐ Consult with the Owner's legal counsel on the existence of any special laws regarding the bidding process, construction documents and forms of agreement.
- ☐ Identify the Architect's and Owner's respective responsibilities in advertising for bids, receiving bids, bid evaluation and negotiation.
- ☐ For open bidding, publish advertisement for bids (in some cases, Owner may publish). If separate prime contracts are to be awarded, separate advertisements may be necessary.
- ☐ Obtain and review qualification statements from interested bidders.
- ☐ For bidding by invitation, notify selected bidders.
- ☐ If the construction contract is based on negotiation, assist the Owner in negotiating with prospective Contractor(s).
- ☐ Prepare register of bid documents.
- ☐ Distribute bidding documents to bidders and obtain deposits.
- ☐ Issue documents to plan rooms.
- ☐ Hold a pre-bid conference, prepare a report and distribute copies.
- ☐ Record responses to bidders' requests for clarification in the form of a written addendum distributed to all bidders.
- ☐ Upon return of documents, refund bid security to bidders who either withdraw or are disqualified.
- ☐ Evaluate proposed substitutions and requests for product approval; notify bidders of accepted substitutions by addendum.
- ☐ Confirm participation of prospective bidders.
- ☐ Prepare a bid tabulation form.
- ☐ Assist the Owner in the receipt, tabulation and analysis of bids; check bids for irregularities.
- ☐ Advise the Owner on selection of alternates and obtain Owner's approval.
- ☐ Assist the Owner in the process of acceptance or rejection of bids.
- ☐ Notify bidders of acceptance or rejection; obtain return of bidding documents from unsuccessful bidders. Return their deposits and bid securities. (Hold bid security of lowest bidders until execution of the contract).
- ☐ Request and receive submission of post-bid information.
- ☐ Assist Owner's legal counsel in preparation of construction contract(s). If separate prime contracts are to be awarded, obtain assistance of consultants.
- ☐ Schedule times for confirmation of required Owner and Contractor insurance coverages.
- ☐ Obtain from the Contractor performance bonds, labor and material payment bonds, and any contract bonds required by statute. Review and forward copies of bonds to the Owner.
- ☐ Obtain the Contractor's certificate of insurance. Review and forward copies of the certificate to the Owner.
- ☐ Obtain a copy of the property insurance policy from the party responsible for obtaining such coverage. Review and forward copies to the other party.
- ☐ Identify and review any atypical insurance arrangements between Owner and Contractor. Include descriptions of such arrangements in the contract.

PROJECT NAME:
PROJECT NUMBER:

6. BIDDING OR NEGOTIATION

Notes

- ☐ Assist the Owner in preparing and sending to the Contractor(s) notices to proceed with the work.
- ☐ Provide the Contractor with all necessary contract documents.
- ☐ Obtain Owner's written approval to proceed with Construction Contract Administration phase.
- ☐ Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.

PROJECT NAME:
PROJECT NUMBER:

7. CONSTRUCTION CONTRACT ADMINISTRATION

Notes

- ☐ Review unresolved issues from Bidding or Negotiation phase.
- ☐ Update project directory.
- ☐ Review and update project schedule.
- ☐ Develop and implement a system of routing and distribution for project correspondence and submittals.
- ☐ Create construction contract administration files to include:
 - ☐ Correspondence and meeting reports
 - ☐ Schedules
 - ☐ Field reports
 - ☐ Project photography
 - ☐ Phone log
 - ☐ Requests for Information (RFIs)
 - ☐ Requests for Proposals (RFPs)
 - ☐ Construction Change Directives (CCDs)
 - ☐ Change Orders
 - ☐ Supplemental instructions
 - ☐ Quality control reports
 - ☐ Submittals
 - ☐ Agency inspections, permits and approvals
 - ☐ Applications for payment
 - ☐ Owner-Architect agreement
 - ☐ Owner-Contractor agreement(s)
 - ☐ Consultant agreement(s)
 - ☐ Schedule of Values
 - ☐ Observations of contractor performance
 - ☐ Certificates of insurance
 - ☐ Property insurance policy
 - ☐ Contract bonds
 - ☐ Project close-out
- ☐ Assign contract administration and site observation responsibilities.
- ☐ With the Owner, review and approve or take other appropriate action on Contractor's list of subcontractors and suppliers.
- ☐ Notify the consultants of selected prime contractor(s) and subcontractors.
- ☐ Obtain and review Contractor's submittal schedule.
- ☐ Establish a time for the preconstruction meeting.
- ☐ Establish site observation and project meeting schedules; coordinate with agency inspection requirements.
- ☐ If required, notify the Owner to submit applications for permanent gas, electric, water, telephone and other services.
- ☐ Have Owner file a copy of all property insurance policies with Contractor.
- ☐ If the Owner does not intend to purchase property insurance, have Owner notify Contractor in writing. If the Contractor elects to purchase such insurance, initiate appropriate change order.
- ☐ Review construction budget (including contingencies) with the Owner.
- ☐ Review Owner-supplied labor and materials.
- ☐ If required, send the notice to proceed to the Contractor.

PROJECT NAME:
PROJECT NUMBER:

7. CONSTRUCTION CONTRACT ADMINISTRATION

Notes

- ☐ Keep Owner informed on the progress of the work. Prepare a field report for each visit to the site.
- ☐ Obtain and review the Contractor's updated progress schedule and advise the Owner of potential revisions to anticipated occupancy date.
- ☐ Prior to the first application for payment, receive, review and approve, if appropriate, Contractor's schedule of values.
- ☐ Receive and review the Contractor's applications for payment; respond appropriately.
- ☐ Verify requirements, if any, for reduction in retainage and have Contractor submit consent of surety documentation.
- ☐ Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.
- ☐ List tests required for the project and note their approximate dates in accordance with current construction schedule.
- ☐ Obtain and review required test reports.
- ☐ Receive submittals; review, take appropriate action, and return to the Contractor.
- ☐ Maintain submittal log.
- ☐ Review Contractor's proposed cost for changes and respond appropriately.
- ☐ Receive from the Contractor notification of substantial completion and list of items to be completed or corrected.
- ☐ Inspect the project to confirm substantial completion.
- ☐ Respond to the Contractor's punch list of remaining work to be repaired or completed.
- ☐ If applicable, review Contractor's request for a reduction of retainage.
- ☐ When the project is judged to be substantially complete, prepare a Certificate of Substantial Completion.
- ☐ If reproducible record drawings are required, provide the Contractor with appropriate media.
- ☐ Request that the Contractor submit project close-out documents.
- ☐ Review the close-out submittals for completeness.
- ☐ Verify that the Contractor has obtained a certificate of occupancy or occupancy permit.
- ☐ Review the Contractor's request for final inspection and conduct a field inspection of the project to confirm completion.
- ☐ Prepare a final field inspection report.
- ☐ Review the Contractor's application for final payment, including required attachments such as waivers of lien and consent of surety documentation.
- ☐ Issue a final certificate for payment.
- ☐ Submit [final] monthly or periodic invoice to the Owner for payment; include reimbursable expenses.
- ☐ Assemble and file for future reference complete project and cost records for both construction and professional services.
- ☐ Archive project information and materials according to type; indicate duration for archival retention (prior to discard).
- ☐ Prior to expiration of the one-year period of corrections, obtain the Owner's authorization to conduct an inspection to determine if any work is required by the Contractor to remedy defects.

PROJECT NAME:
PROJECT NUMBER:

8. POST-CONSTRUCTION SERVICES

Notes

- ☐ Perform post-construction services in accordance with the Owner-Architect agreement. Such services may include:
- ☐ Maintenance and operational programming
 - ☐ Start-up assistance
 - ☐ Record drawing
 - ☐ Warranty review
 - ☐ Post-contract evaluation

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Architectural Studio Inc. Amendment 3

REQUESTED ACTION: Request BOCC to authorize Amendment 3

☐ Work Session (Report Only) **DATE OF MEETING:** 6/22/2010
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☒ N/A

Effective Date: 11/27/2007

Managing Division / Dept:

Vendor/Entity: Architectural Studio Inc

Termination Date: _____

Facilities Development and Maintenance

BUDGET IMPACT: \$30,500

☐ Annual

☒ Capital

☐ N/A

FUNDING SOURCE:

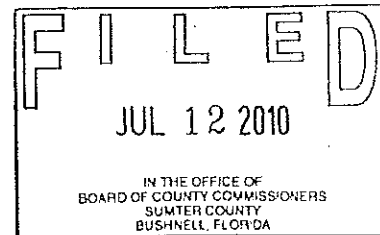
Capital Outlay Construction Fund

EXPENDITURE ACCOUNT:

305-100-519-6240

HISTORY/FACTS/ISSUES:

There is a need to expand architect and engineering services due to deficiencies with the exterior envelope of the Historic Courthouse to include, but not limited to, windows, doors, brick and roof components.



APPROVED

June 22, 2010

**THIRD AMENDMENT TO AGREEMENT
BETWEEN OWNER AND ARCHITECT AIA B141- 1997**

WHEREAS, on or about November 27, 2007, the Architecture Studio, Inc., a Florida Corporation ("Architect"), and the Board of County Commissioners of Sumter County, Florida, a subdivision of the State of Florida (the "Board"), entered into an Agreement (the "Agreement"), in which the Architect agreed to provide services in furtherance of the design of the Historic Courthouse for the benefit of Sumter County, and;

WHEREAS, the parties wish to amend the Agreement to more accurately memorialize the intentions of the parties with regard to certain increase of scope of services of the Agreement.

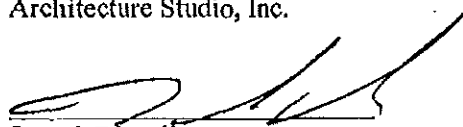
THEREFORE, the parties hereto, being fully advised of the terms herein, and having been advised by legal counsel, do hereby agree to amend the Agreement by this writing (the "Amendment") and state the following:

1. That the "WHEREAS" recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.
2. In accordance with Article 1.3.3 CHANGE IN SERVICES; Sumter County acknowledges the necessity to incorporate the following expanded architect and engineering services for the services listed below only.
 - A) Historic Courthouse Exterior Building Envelope -- Architecture Studio, Inc. Proposal dated June 15, 2010 in the amount of \$37,500. (Exhibit A)
 - B) The AIA D200 will serve as the tasks list for the scope of services.
 - C) The design product, construction documents \ bid documents \ permits documents will be due in accordance with Sumter County's Master Project Schedule.
- 3) Any provisions of the original Agreement not replaced or contradicted by this Amendment, remain in full force and effect. In the event of any conflict

between the terms of this Amendment and the original Agreement, the terms
of this Amendment shall prevail.

Dated this 22 day of June, 2010.


Architecture Studio, Inc.



Joseph Rispoli
Senior Partner, President

Erik Garcia, Architect

SEMIER COUNTY



Honorable Doug Gilpin
Chairman, Board of County Commissioners

EXHIBIT A

ARCHITECTURE 
STUDIO, INC.



The LEED Green Building Rating System is the nationally accepted benchmark for the design, construction, & operation of high performance green buildings.

June 15, 2010 (Revised)

Sumter County Board of Commissioners
Attn: Doug Conway
209 North Florida Street
Bushnell, FL 33513

RE: HISTORIC COURTHOUSE Exterior Restoration

Dear Doug:

Please accept this document as a formal request to provide architectural services for the exterior renovation of the Historic Courthouse.

SCOPE OF SERVICES: Our firm proposes to provide the following services:

1st. Phase- Construction Documents

1.1 Site Investigation:

Examine the site to determine the current condition of the building and the required Scope of Work.

1.2 Drawings:

Prepare construction drawings consisting of building plans and details; which depict the Scope of Work.

1.3 Specifications:

Provide construction specifications which describe the scope of work, general requirements, and building products proposed for the facility.

1.4 Documentation:

Submit one copy of the documents to the Owner. Make any mutually agreed upon changes to the documents. Also submit three signed and sealed copies of the documents to the Owner/General Contractor for permitting.

2nd. Phase- Bidding:

2.1 Prebid Meeting:

Attend a pre-bid meeting at the site to present the construction requirements to the bidders.

2.1 Addenda:

Respond to clarifications requests from the bidders. Issue any required addenda to the bidders and submit a copy of the addenda to the Owner.

2.2 Bid Evaluation:

Review the bids submitted to the Consultant from the Owner and provide recommendations for bid award.

114 S. Magnolia Ave. Ocala, FL 34471 (352) 620-0944 FAX (352) 620-0996 www.rispolisosa.com AA0002485

3rd Phase -Bidding Construction Administration

3.1 Pre-Construction Meeting:

Attend a pre-construction meeting at the site with representatives of the Owner, and the Contractor to review the contract schedule, contract requirements, staging area, and safety issues.

3.2 Submittals:

Review and process product submittals, Applications for Payment, Requests for Information, Change Orders, and Supplemental Instructions, from the Contractor and distribute to the Owner.

3.3 Construction Observations:

Conduct observations at major stages of the construction.

Prepare an observation report and submit the report to the Owner.

3.4 Substantial Completion Observation:

Conduct a substantial completion observation and submit a Certificate of Substantial Completion document including uncompleted Work items to the Contractor and Owner.

3.5 Final Completion Observation:

Conduct a final completion observation and submit a Final Completion Report to the Owner.

3.6 Construction Close-Out:

Review the construction close-out documents submitted by the Contractor and submit a copy to the Owner.

ARCHITECTURAL FEE

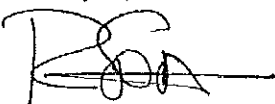
Our fee for Construction Documents shall be fixed at \$37,500. Revisions or work requested above and beyond the scope of work included shall be in accordance with Architecture Studio, Inc.'s Fee Schedule For Professional Services attached.

REIMBURSABLE INFORMATION

We shall provide three (3) signed and sealed sets of Construction Documents and check sets during the design process at no cost. Additional plans shall be at an additional cost to the Owner. We request a \$1,000 allowance that will be used as per project requirements.

If this proposal meets with your approval please inform us so that we can process accordingly.

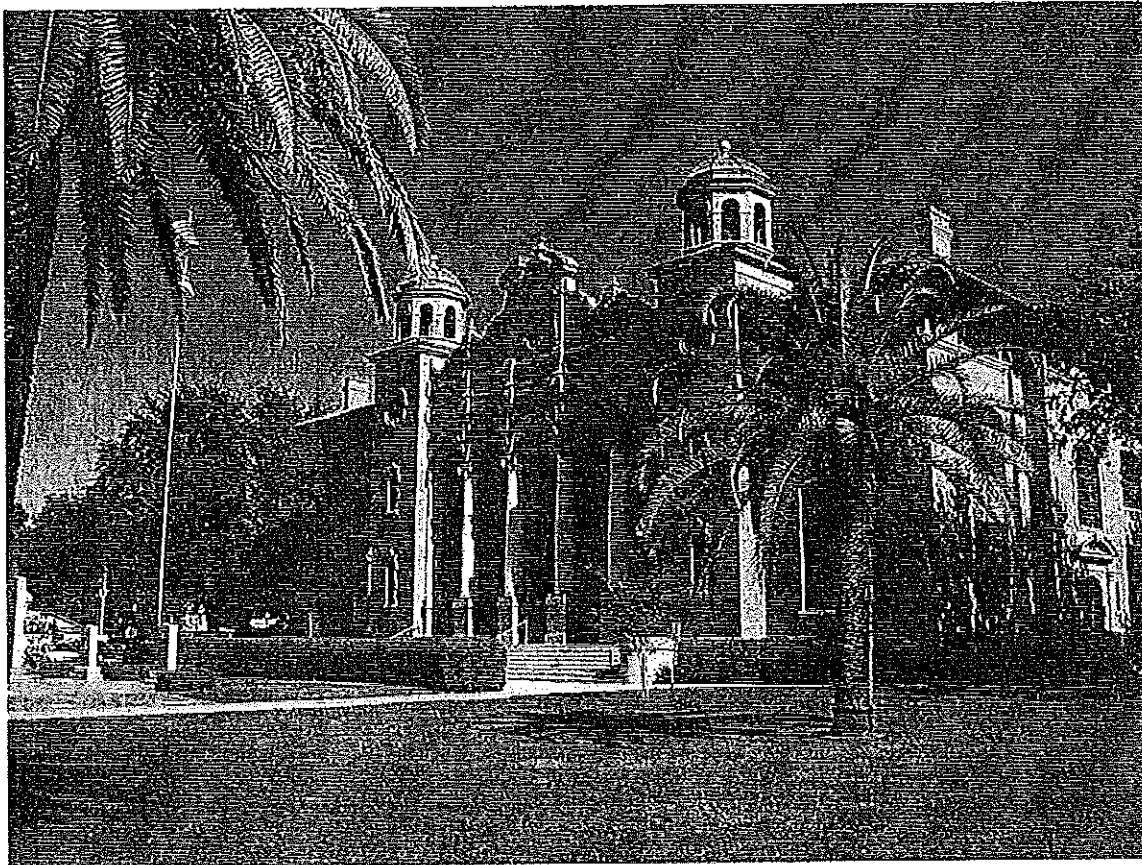
Thank you,



Rolando Sosa
Senior Partner, President



Erik Garcia
Architect, Vice President



BUILDING ENVELOPE EVALUATION REPORT

OF THE

SUMTER COUNTY COURTHOUSE

209 North Florida Street
Bushnell, FL 33513-6146

January 12, 2010

PREPARED FOR:

SUMTER COUNTY



PREPARED BY:



JAY AMMON ARCHITECT, INC.

3246 LAKEVIEW OAKS DRIVE • LONGWOOD, FLORIDA 32779 • FAX (407) 333-4686 • PHONE (407) 333-1977



JAY AMMON ARCHITECT, INC.

Sumter County, Florida

**SUMTER COUNTY COURTHOUSE
BUILDING ENVELOPE EVALUATION REPORT**

January 12, 2010

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JAY AMMON ARCHITECT, INC.

Sumter County, Florida

**SUMTER COUNTY COURTHOUSE
BUILDING ENVELOPE EVALUATION REPORT**

January 12, 2010

INTRODUCTION

PROJECT BACKGROUND: Jay Ammon Architect, Inc. was commissioned by Sumter County to conduct a visual survey and provide an preliminary evaluation of the building envelope assemblies of the Sumter County Courthouse located at 209 North Florida Street, Bushnell, FL 33513-6146.

PROJECT OBJECTIVES: The purpose of this preliminary report is to provide the following information concerning the building envelope assemblies which include the exterior walls, exterior windows, exterior doors, and roof assemblies:

1. Identify the material type, condition, and the weather resistance characteristics of the assembly.
2. Provide repair recommendations for the assemblies.

EVALUATION PROCESS: The following procedures were completed for this preliminary evaluation of the building envelope:

1. **Data Collection:** Historical information was received from facility management personnel concerning the past and current performance and repair history of the building envelope assemblies.
2. **Site Investigation:** The exposed surfaces of the building envelope assemblies were examined by representatives of Jay Ammon Architect, Inc. on July 16, 2009 and on January 12, 2010 to determine material type and condition. Photographs were taken of the assembly and typical distresses.
3. **Analysis:** The information obtained in the Data Collection Phase and the Site Investigation Phase was analyzed to determine the current condition of the existing building envelope assemblies, the exposed distresses of the assembly, the prognosis of the assembly, and recommendation for repairs to the assembly.
4. **Documentation:** The information obtained was documented in this report and reviewed with representatives of Sumter County.

EXTENT OF EVALUATION: This report is base upon a visual examination of the building envelope assemblies. No testing or removal of components was conducted. Because of numerous concealed components, additional defective components not described in this report, may exist and additional recommendations may be required to include repairs to those components. This report is not intended to provide all the information necessary for the repairs. Detailed drawings and specifications should be prepared for the construction phase of the repairs. The construction phase of the repairs should be closely monitored by a qualified building envelope inspector.

This report was prepared by:

Jay Ammon, AIA
Jay Ammon Architect, Inc.



Sumter County, Florida
SUMTER COUNTY COURTHOUSE
BUILDING ENVELOPE EVALUATION REPORT

January 12, 2010

BUILDING HISTORY, BUILDING ENVELOPE COMPOSITION, AND PERFORMANCE

History:

1913	Original construction of Sumter County Courthouse.
Unknown Date:	Single story addition at South side of East façade of original courthouse.
1973	Single story addition at North side of East façade of original courthouse.
	Second Floor added to previous single story additions
1985	Third Floor added over second floor additions and stair towers added.
2001	Tile roof of original courthouse replaced.
2004	All other roofs replaced.

Existing Construction:

Original Courthouse: Roof Assembly: S clay tile mechanically attached over self adhered modified bituminous underlayment adhered over wood deck.

Exterior Wall Assembly: Solid brick wall covered on the interior with lath and plaster.

Exterior Windows Assembly: Solid painted wood frame and sash with single pane glazing.

Exterior Door Assembly: Solid painted wood frame and solid painted paneled wood doors.

Courthouse Additions: Roof Assembly A: Flat clay tile mechanically attached over underlayment over wood deck.

Roof Assembly B: Multiply granulated modified bituminous membrane applied over sloped roof deck.

Wall Assembly: Brick veneer over drainage cavity over concrete block infill in a cast-in-place concrete frame.

Window Assembly A: Painted Hollow metal frame with single pane glazing.

Window Assembly B: Mill finish aluminum frame with single pane glazing.

Exterior Doors: Mill finish aluminum frame and door with single pane glazing.

Performance of Building Envelope Assemblies:

Original Courthouse: Several leaks in ceilings of the below exposed brick walls above roof assemblies.

Courthouse Additions: Numerous leaks and extensive interior wall finish damage at exterior walls.

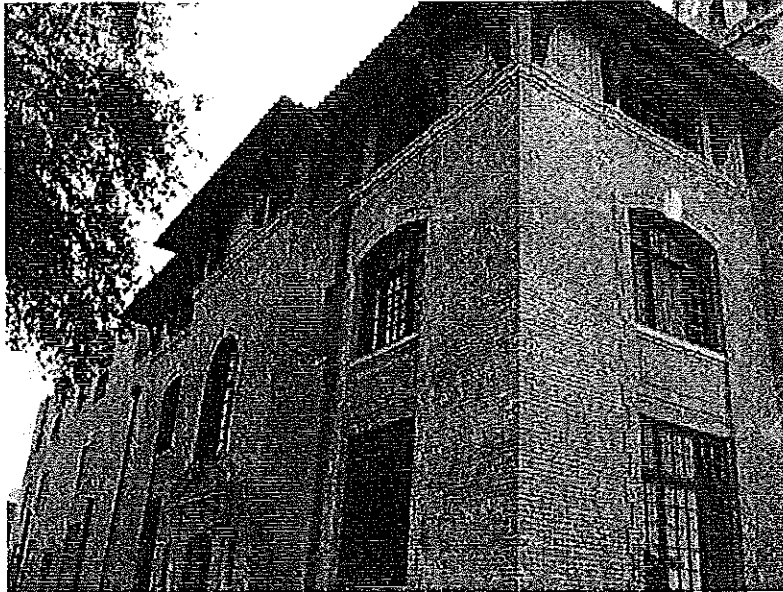

JAY AMMON ARCHITECT, INC.

Sumter County, Florida
SUMTER COUNTY COURTHOUSE
BUILDING ENVELOPE EVALUATION REPORT

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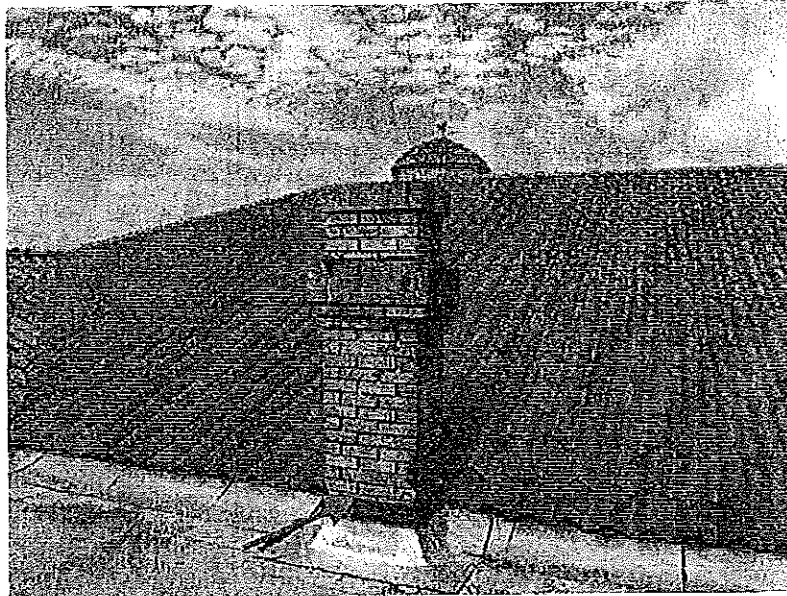
BRICK WALLS OF ORIGINAL COURTHOUSE.

- Assembly:** Exterior Wall Type 1 of 2- Solid Brick Walls
- Assembly Location:** Exterior walls of original courthouse.
- Assembly Condition:** The solid brick walls are in fair condition. Solid masonry walls rely upon their mass to prevent intruding rainwater from reaching the interior finishes. This is defined as the reservoir capacity of the wall.
- Component Condition:** **Brick:** The brick is generally intact with only a few broken or cracked brick. Some brick are stained from efflorescence and also possibly from a application of a dampproofing product. The only water intrusion attributed to this assembly is through the assembly located above the tile roof and above the roofs of the additions where through-wall flashings were not installed.
- Mortar:** The mortar was installed in the brick joints with a raked shape. This type of joint is very vulnerable to rainwater intrusion because rainwater does not drain from the exposed top surface of the brick and often intrudes through the adjacent mortar joint. Also, a limited number of mortar joints are cracked or missing.
- Prognosis:** The defective mortar joints should be repaired to prevent the reservoir capacity from being exceeded and to improve the appearance of the facility. With proper repairs and maintenance, the brick walls can be expected to remain effective through the life of the building.

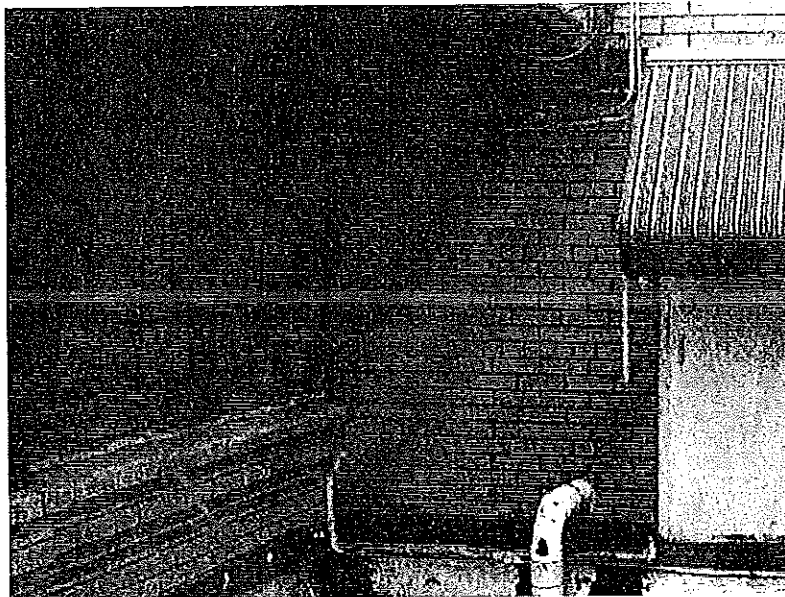
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Sumter County, Florida
SUMTER COUNTY COURTHOUSE
BUILDING ENVELOPE EVALUATION REPORT

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TYPICAL LACK OF DRAINAGE ABOVE TILE ROOF. NOTE SURFACE MOUNTED REGLET AT BASE OF BRICK WALL WHICH PREVENTS THE DISCHARGE OF WATER WHICH MIGRATES THROUGH THE BRICK ABOVE.



TYPICAL LACK OF DRAINAGE ABOVE ADDITION ROOF.

EXTERIOR WALL TYPE ONE OF TWO - SOLID BRICK WALLS 3.1.1

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Sumter County, Florida
SUMTER COUNTY COURTHOUSE
BUILDING ENVELOPE EVALUATION REPORT

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TYPICAL CRACKED AND MISSING MORTAR.

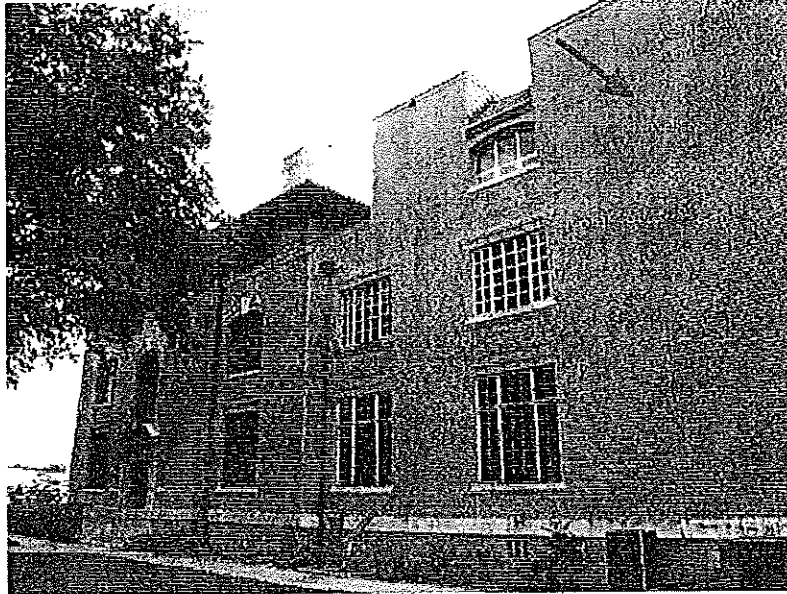


TYPICAL VULNERABLE RAKED MORTAR JOINT. WATER DOES NOT DRAIN FROM THE FLAT BRICK SURFACE AND OFTEN INTRUDES INTO MORTAR JOINTS.

EXTERIOR WALL TYPE ONE OF TWO - SOLID BRICK WALLS 3.1.2

Sumter County, Florida
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BUILDING ENVELOPE EVALUATION REPORT

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BRICK WALLS OF ADDITIONS.

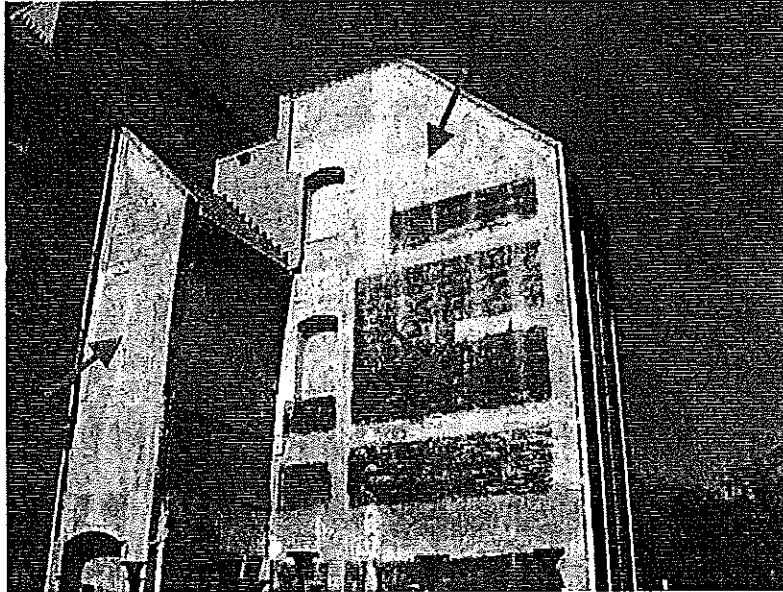
Assembly:	Exterior Wall Type 1 of 2 - Brick Veneer Walls
Assembly Location:	Exterior walls of additions.
Assembly Condition:	The brick veneer walls are in poor condition with numerous area of water intrusion which has damaged interior wall and ceiling finishes. The following distresses are contributing to the severe water intrusion at the additions.
Component Condition:	<p>Brick: The brick is generally intact with only a few broken or cracked brick. However, because of the relatively small mass of brick veneer walls, the walls rely upon waterproofing applied over the substrate behind the brick. Waterproofing was not applied over some of the concrete block surfaces.</p> <p>Through-wall Flashings: Through-wall flashings were not installed over the exterior windows and doors preventing the proper discharge of rainwater from the drainage cavity.</p> <p>Mortar: The mortar was installed in the brick joints with a raked shape. This type of joint is very vulnerable to rainwater intrusion because rainwater does not drain from the exposed top surface of the brick and often intrudes through the adjacent mortar joint. Also, a limited number of mortar joints are cracked or missing.</p>
Prognosis:	This wall assembly will require extensive repairs and maintenance to remain watertight.

EXTERIOR WALL TYPE TWO OF TWO - BRICK VENEER WALLS 3.2

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BRICK REMOVED FROM WALL DURING CURRENT CONSTRUCTION PROJECT. RED ARROWS POINT TO TYPICAL LACK OF WATERPROOFING ON CONCRETE BLOCK. GREEN ARROW POINTS TO BLACK WATERPROOFING APPLIED OVER CONCRETE BLOCK.



TYPICAL LACK OF THROUGH-WALL FLASHING AT LINTEL ABOVE WINDOW.

EXTERIOR WALL TYPE TWO OF TWO - BRICK VENEER WALLS 3.2.1

Sumter County, Florida
SUMTER COUNTY COURTHOUSE
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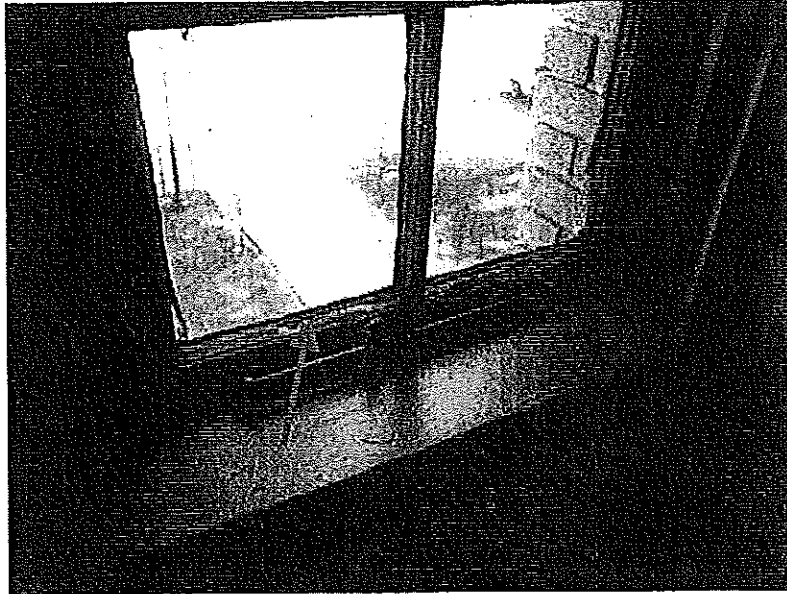
TYPICAL EXTERIOR WINDOW TYPE 1 OF 3.

- Assembly:** Exterior Window Type 1 of 3 - Wood Framed Windows of original courthouse.
- Assembly Location:** Exterior walls of original Courthouse.
- Assembly Condition:** Poor
- Component Condition:** **Window Frame, Muntins, and Sash:** The wood is deteriorated with many open joints and deteriorated wood. Termites have infested some of the windows.
- Finish:** The windows have been repainted numerous times. The paint is severely deteriorated.
- Window Hardware:** The window hardware is no longer functional and the windows are now fixed.
- Prognosis:** The age of these windows is approximately 97 years. Numerous repairs would have to be completed to make these windows watertight and airtight. Termite damage repairs would require replacement of many window components. Because of the age of the windows, the most cost effective approach would be the replacement of the windows with an extruded aluminum window which replicates the historic significant appearance of the window.

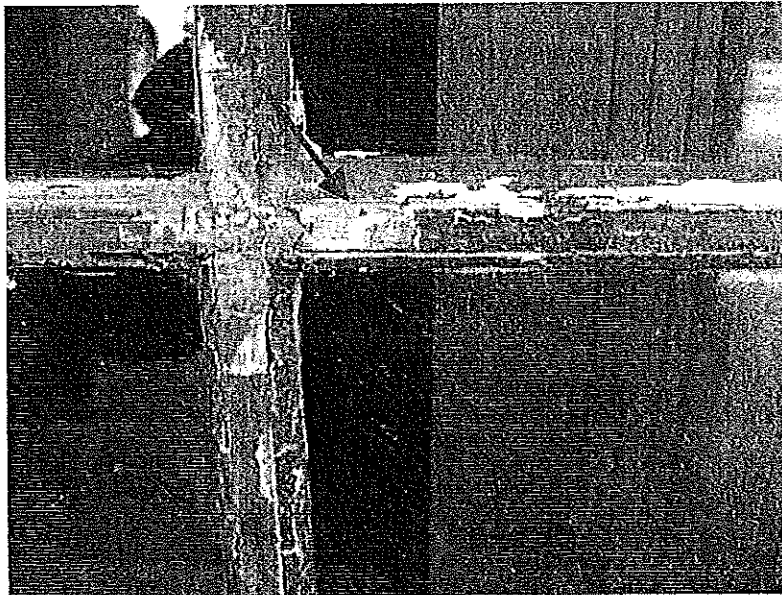
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TYPICAL TERMITE DAMAGE.

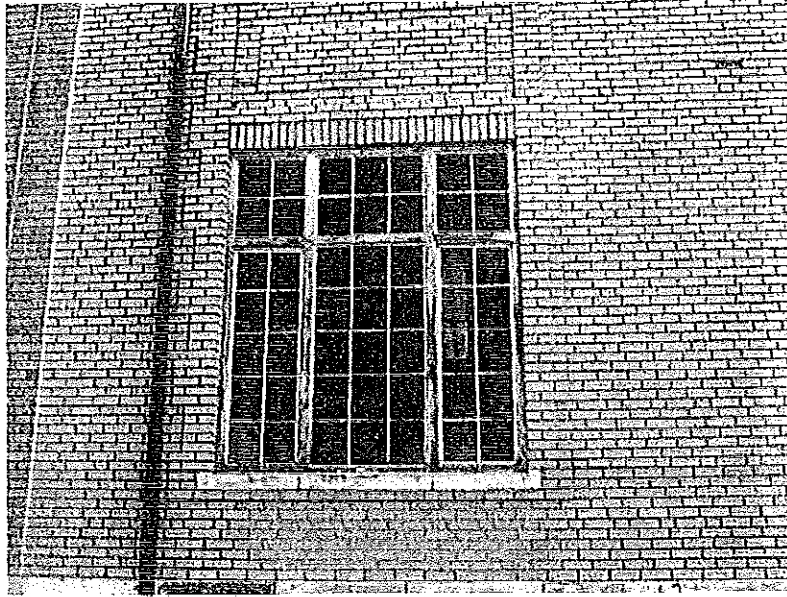


TYPICAL WOOD MUNTIN DETERIORATION.

EXTERIOR WINDOW TYPE 1 OF 3 - WOOD FRAMED WINDOW OF ORIGINAL COURTHOUSE 3.3.1

Sumter County, Florida
SUMTER COUNTY COURTHOUSE
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TYPICAL EXTERIOR WINDOW.

- Assembly:** Exterior Window Type 2 of 3 - Steel framed windows of addition.
- Assembly Location:** Exterior walls of first addition.
- Assembly Condition:** Poor
- Component Condition:** **Window Frame and Muntins:** The painted steel is severely rusted.
- Finish:** Most of the painted finish is deteriorated exposing the steel to the atmosphere, and causing the corrosion of the steel.
- Prognosis:** The age of these windows is approximately 36 years. The frames are fabricated from steel which is prone to corrosion unless the exterior surfaces are extensively maintained. Because of the age of the windows, and because of the high cost to repair the corroded portions of the windows, the most cost effective approach is to replace the windows with a corrosion resistant material such as aluminum.

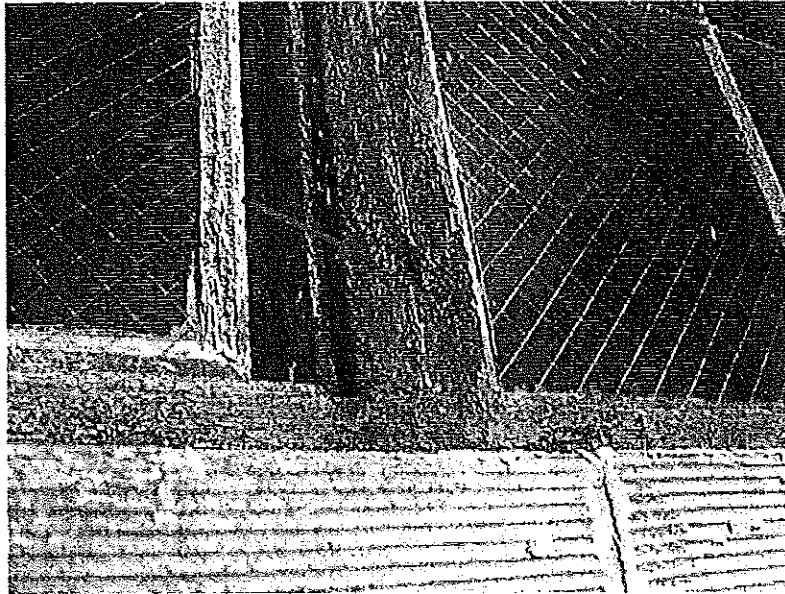


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Sumter County, Florida

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BUILDING ENVELOPE EVALUATION REPORT**

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SEVERELY RUSTED FRAME.

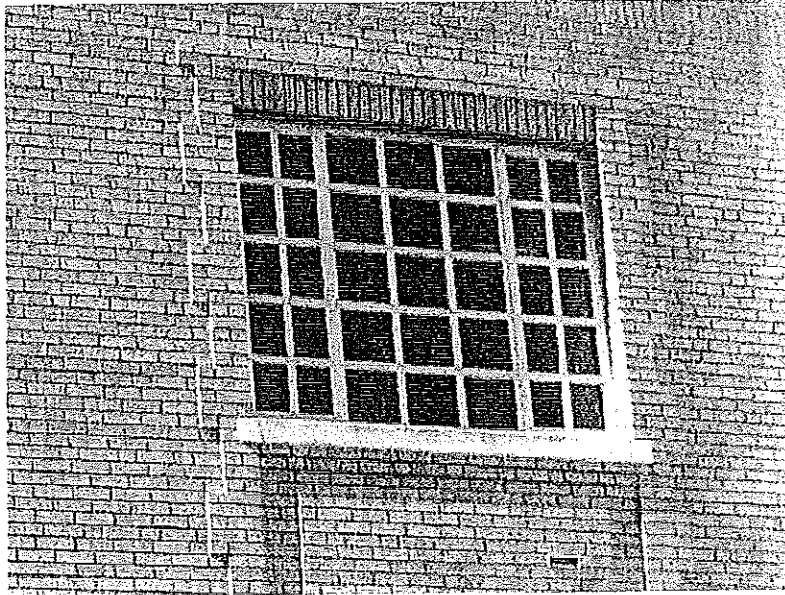


SEVERELY RUSTED FRAME.

EXTERIOR WINDOW TYPE 2 OF 3 - STEEL FRAMED WINDOWS OF ADDITION 3.4.1

Sumter County, Florida
SUMTER COUNTY COURTHOUSE
BUILDING ENVELOPE EVALUATION REPORT

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TYPICAL EXTERIOR WINDOW TYPE 3 OF 3.

- Assembly:** Exterior Window Type 3 of 3 - Aluminum Framed Windows of Addition
- Assembly Location:** Exterior walls of second addition.
- Assembly Condition:** Poor
- Component Condition:** **Window Frame and Muntins:** The frames and Muntins are in good condition, however, the metal to metal, metal to glass, and metal to brick joints do not appear to be watertight.
- Finish:** The mill finish of the aluminum is in good condition.
- Prognosis:** The age of these windows is approximately 25 years. The frames are fabricated from aluminum and are still in good condition. However, many of the these windows are leaking. The source of the water intrusion has not been confirmed. The most probable path of the water intrusion is through unsealed joints associated with the window assembly. The other contributing source of the water intrusion may be the lack of through-wall flashings and the lack of waterproofing behind the brick veneer which is described in the evaluation of Wall Type 2. Because of the age of the windows, and because of the high cost to repair the window joints, the most cost effective approach is to replace the window with a corrosion resistant material such as aluminum.

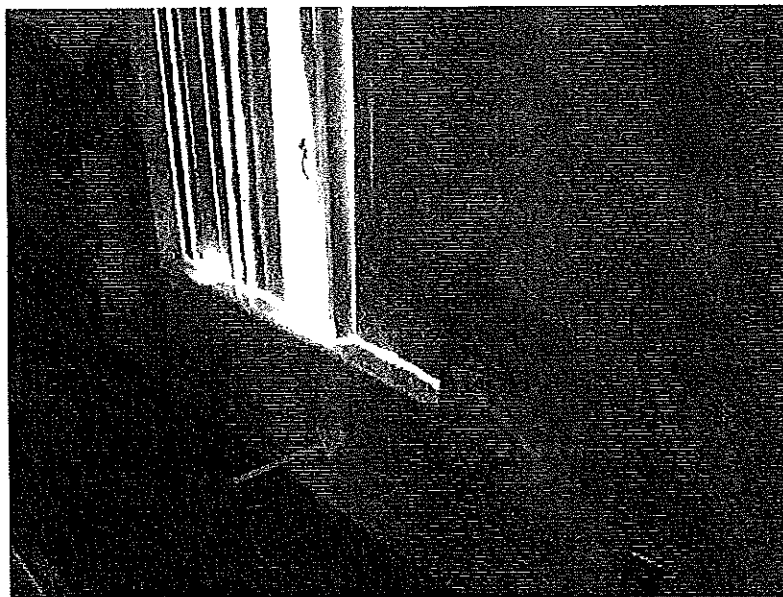
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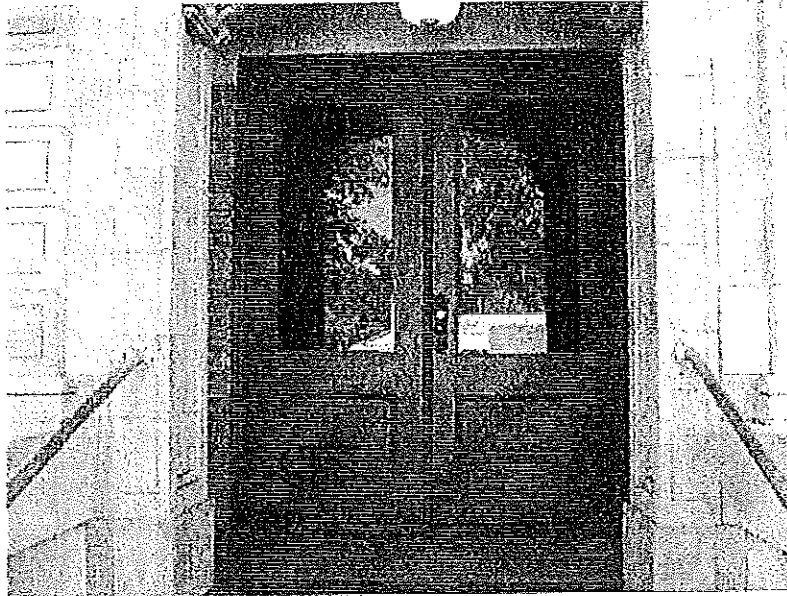
WATER STAINED SASH OF WINDOW TYPE 3.



WATER INTRUSION BELOW AND ADJACENT TO WINDOW TYPE 3.

Sumter County, Florida
SUMTER COUNTY COURTHOUSE
BUILDING ENVELOPE EVALUATION REPORT

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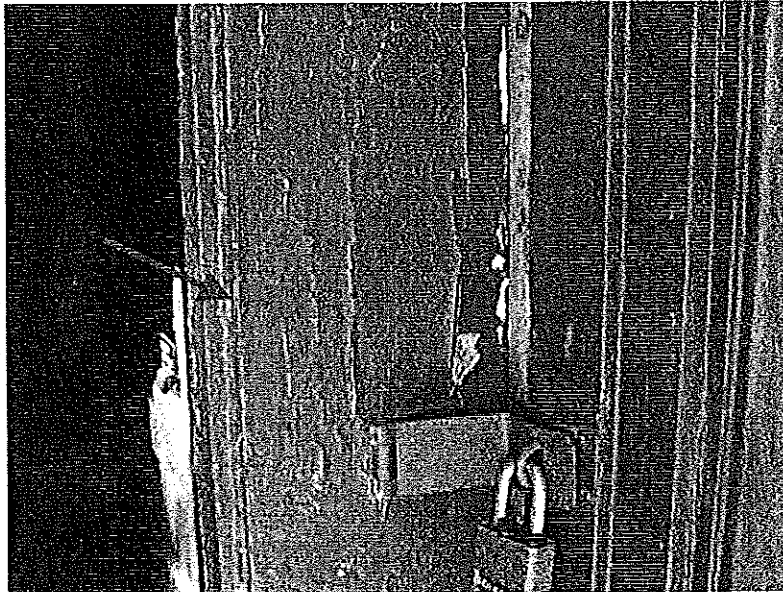
TYPICAL EXTERIOR WOOD DOOR OF ORIGINAL COURTHOUSE.

- Assembly:** Exterior Door Type 1 of 2 - Wood Framed Door of Original Courthouse.
- Assembly Location:** Exterior walls of Original Courthouse.
- Assembly Condition:** Poor
- Component Condition:** **Door Frame:** The wood is deteriorated with many open joints and deteriorated wood.
- Door:** The doors are in relatively good condition with minor deterioration.
- Finish:** The painted finish of the frame and door is slightly deteriorated.
- Door Hardware:** The door hardware has been maintained and is in relatively good condition.
- Prognosis:** The age of the door frames is approximately 97 years. Numerous repairs would have to be completed to make these frames watertight and airtight. Because of the age of the frames, the most cost effective approach would be the replacement of the frames with an extruded aluminum frame which replicates the historic significant appearance of the frame. Although the door could be reused, the replacement of the door with a solid wood paneled door would provide a door assembly which complies with current building codes and a total assembly warranty. The current age of the wood doors is unknown.

JAY AMMON ARCHITECT, INC.

Sumter County, Florida
SUMTER COUNTY COURTHOUSE
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DETERIORATED WOOD FINISH.



UNSEALED WOOD JOINTS..

EXTERIOR DOOR TYPE 1 OF 2 - WOOD FRAMED DOOR OF ORIGINAL COURTHOUSE 3.6.1

Sumter County, Florida
SUMTER COUNTY COURTHOUSE
BUILDING ENVELOPE EVALUATION REPORT

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TYPICAL EXTERIOR ALUMINUM DOOR OF ADDITIONS.

- Assembly:** Exterior Door Type 2 of 2 - Aluminum Framed Door of Additions.
- Assembly Location:** Exterior walls of additions.
- Assembly Condition:** Fair
- Component Condition:**
- Door Frame:** The aluminum is in good condition. However, the metal to metal, metal to glass, and metal to brick joints do not appear to be watertight..
 - Door:** The doors are in relatively good condition with minor deterioration.
 - Finish:** The aluminum finish of the frames and doors is in good condition.
 - Door Hardware:** The door hardware has been maintained and is in relatively good condition.
- Prognosis:** The age of these doors is approximately 37 years. The frames are fabricated from aluminum and are still in good condition. The doors are protected under large overhangs. Because of the age of the doors, and because of the high cost to repair the door joints, the most cost effective approach is to replace the window with a corrosion resistant material such as aluminum.

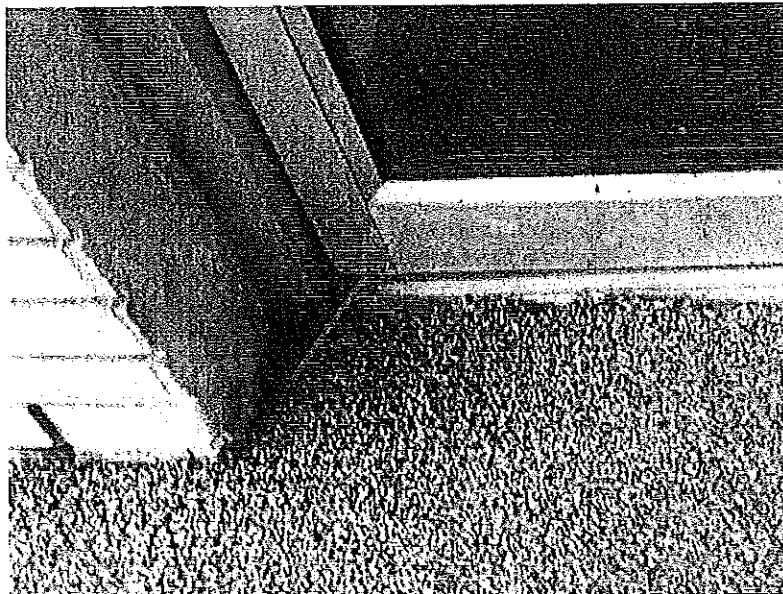

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DOOR TYPE 2 OF 2 PROTECTED UNDER OVERHANG.

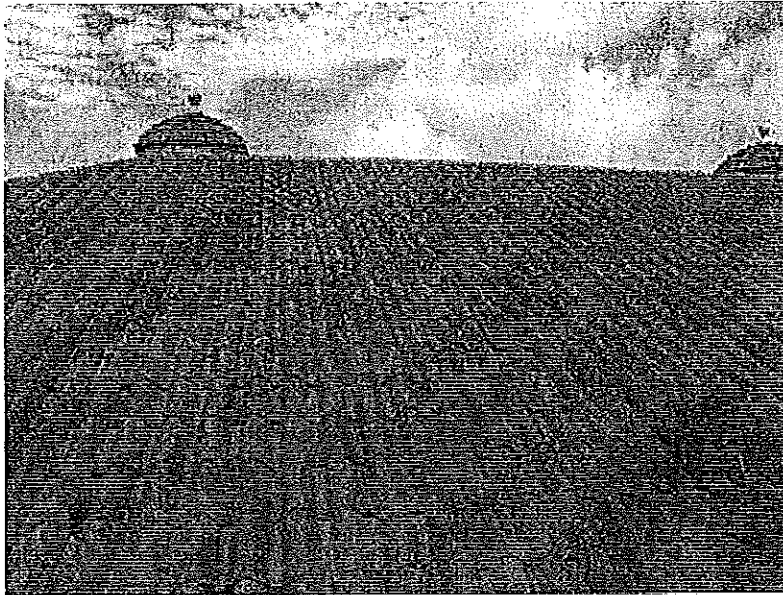


DETERIORATED METAL TO METAL JOINT.

EXTERIOR DOOR TYPE 2 OF 2 - ALUMINUM FRAMED DOORS OF ADDITIONS 3.7.1

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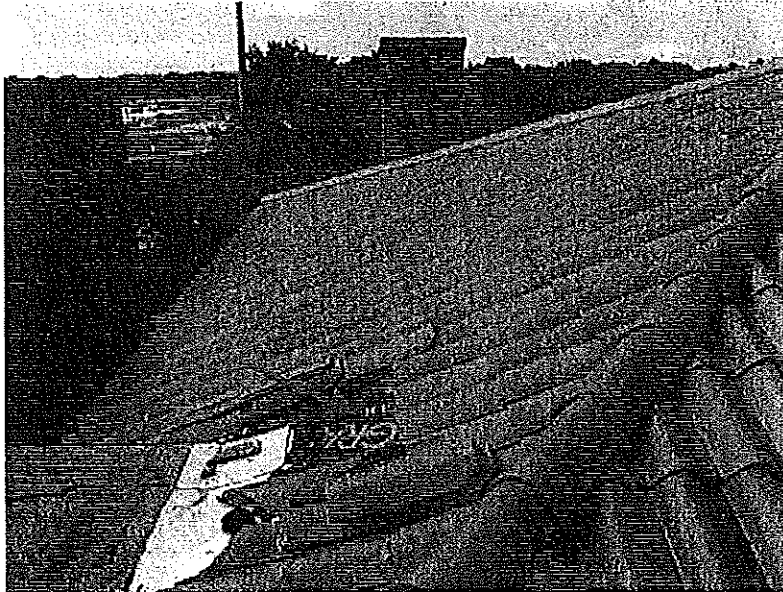
TILE ROOF ON ORIGINAL COURTHOUSE.

Assembly:	Roof Type One of Three - Clay Tile
Assembly Location:	Main Roof of Original Courthouse.
Assembly Condition:	Good
Component Condition:	<p>Tile: The clay tile was replaced approximately 9 years ago and is in generally good condition. The tile is mechanically attached to the substrate. Although most of the tile appears to be properly secured, some tile have been displaced and should be replaced.</p> <p>Underlayment: The self adhered underlayment appears to be properly installed and is functioning as expected..</p> <p>Metal Flashings: The copper flashings have recently been replaced and are in good condition.</p> <p>Eaves: The paint of the eave and eave rafters is deteriorated although the wood is in good condition. The eave should be repainted to protect the wood.</p>
Prognosis:	The tile roofing assembly has recently been replaced and is in good condition. With proper repairs and periodic maintenance, the tile roofing assembly, can be expected to remain effective for an additional 25 to 30 years.

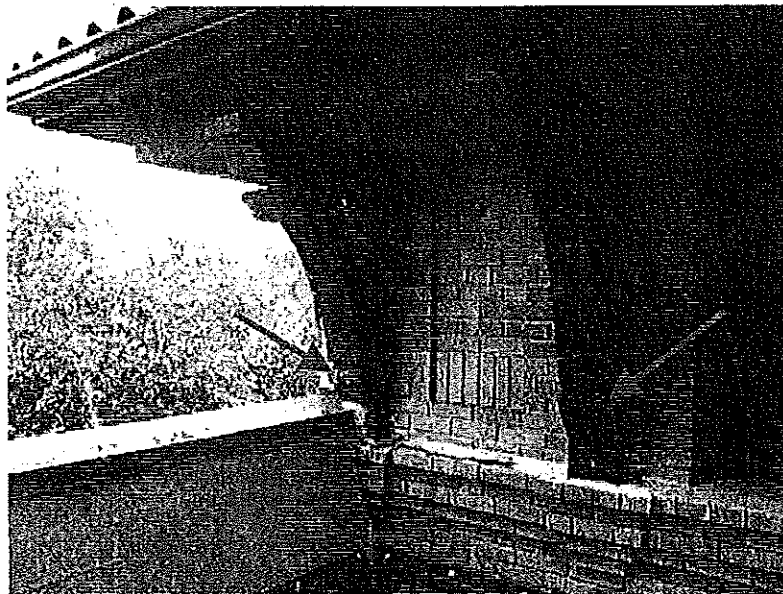
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DISPLACED TILE AT THE ROOF'S INTERFACE WITH ADDITION. THIS TYPE OF UNDERLAYMENT DETERIORATES RAPIDLY WHEN EXPOSED TO SOLAR RAYS.



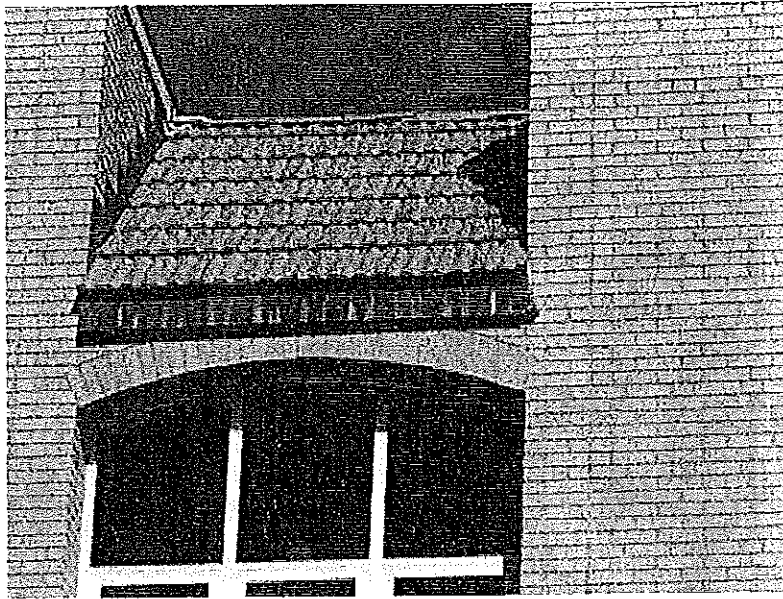
DETERIORATED PAINTED FINISH ON EAVE RAFTERS. BECAUSE OF THE PROTECTED POSITION UNDER THE TILE ROOFING ASSEMBLY, WOOD DETERIORATION IS NOT EVIDENT. HOWEVER, THE PAINT IS DETERIORATED.

ROOF TYPE 1 OF 3 - TILE ROOF OF ORIGINAL COURTHOUSE - 3.8.1

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TILE ROOF ON ORIGINAL COURTHOUSE.

Assembly: Roof Type Two of Three - Clay Tile

Assembly Location: Steep Slope Roofs of Addition.

Assembly Condition: Good

Component Condition: **Tile:** The clay tile was replaced approximately 5 years ago and is in generally good condition. The tile is mechanically attached to the substrate. Although most of the tile appears to be properly secured, some ridge tile have are not properly secured and should be reattached.

Underlayment: The underlayment appears to be properly installed and is functioning as expected..

Metal Flashings: The copper flashings are in good condition.

Prognosis: The tile roofing assembly is in good condition. With proper repairs and periodic maintenance, the tile roofing assembly, can be expected to remain effective for an additional 25 to 30 years.

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TILE APPEARS TO BE PROPERLY INSTALLED.

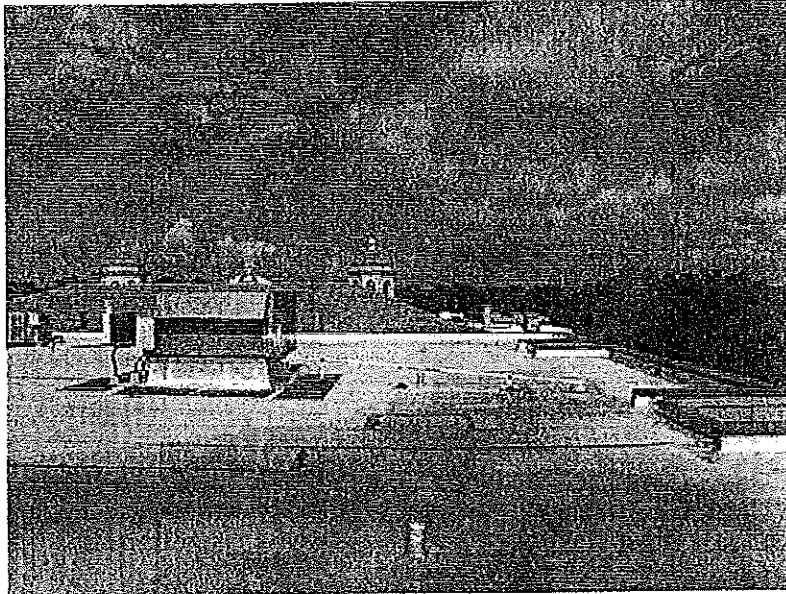


SEVERAL RIDGE TILE APPEARED TO BE LOOSE.

ROOF TYPE 2 OF 3 - TILE ROOF OF ADDITION - 3.9.1

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MODIFIED BITUMINOUS ROOF ASSEMBLY ON ADDITION.

- Assembly:** Roof Type 3 of 3 - Modified Bituminous Roof Membrane of Addition.
- Assembly Location:** Low Slope Roofs of Addition.
- Assembly Condition:** Good
- Component Condition:** **Modified Bituminous Membrane:** The membrane is in good condition with excellent granule embedment, high pliability, and proper interplay adhesion. Some areas of the roof pond rainwater and will prematurely deteriorate without correction.
- Metal Flashings:** The aluminum flashings are in good condition.
- Prognosis:** The modified bituminous roofing assembly was installed approximately 5 years ago and remains in good condition. With proper repairs and periodic maintenance, the this roofing assembly, can be expected to remain effective for an additional 15 years.

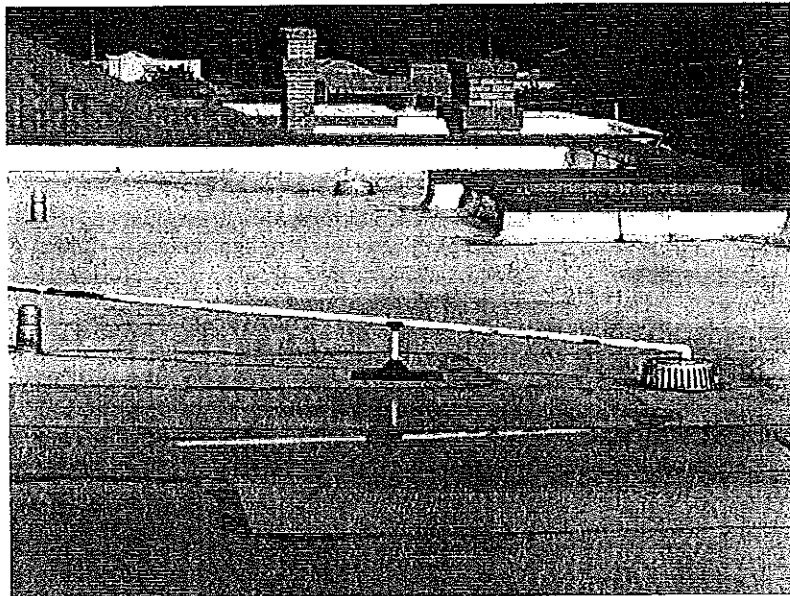

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PONDING ON MODIFIED BITUMINOUS MEMBRANE. PONDING WILL CAUSE PREMATURE DETERIORATION OF MEMBRANE. MOST OF THE PONDING APPEARS TO BE THE RESULT OF CLOGGED ROOF DRAINS.



MINOR PONDING ON MODIFIED BITUMINOUS MEMBRANE.

ROOF TYPE 3 OF 3 - MODIFIED BITUMINOUS ROOF MEMBRANE OF ADDITION - 3.10.1



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RECOMMENDATIONS

General: This report identifies the current condition of the major building envelope assemblies. The repair of the defective and deteriorated components is essential to prevent rainwater intrusion which is damaging interior finishes and could eventually damage roof and wall structural components. The repairs described below are intended to make the building relatively watertight and along with a periodic comprehensive maintenance program will maximize the effective life of the assemblies. Some of the repairs also respond to the historic nature of the original courthouse.

1.0 Exterior Walls:

Condition Summary: All of the exterior brick walls were constructed with a raked joint which is vulnerable to water intrusion because rainwater tends to lay on the top exposed surface of the brick and seep into the cracks and joints of the adjacent mortar. The mass of the original courthouse walls are thick enough to contain the water before the water seeps through the wall and damage the interior finishes. The only exception to this are the walls above the tile roof and the walls above the addition roofs. Rainwater is intruding through these walls in several areas and is damaging ceiling finishes below.

The exterior brick walls of the additions were constructed with a drainage cavity which relies upon the waterproofing behind the brick for watertightness. However, some areas of the walls were constructed with no waterproofing. The extent of this lack of waterproofing is not known due to the concealed surfaces of the concrete block behind the brick. An extensive amount of rainwater intrusion is occurring through the exterior walls of the additions, especially around the windows which are also not watertight as described below.

The mortar joints are deteriorated in varying degrees at both the original courthouse and the addition.

Repair Approach: The most cost effective approach is the re-pointing of all existing mortar joints and replace with a more watertight joint type and the application of a clear dampproofing over all brick wall assemblies.

Repairs:

- 1.1 Re-point all mortar joints with concave tooled joints.
- 1.2 Prepare all wall surfaces and apply a clear penetrating dampproofing. The dampproofing should be reapplied every 8 to 10 years.
- 1.3 Remove all sealants in the exterior walls, prepare surfaces, and install silicon sealant with closed cell backer rods.

CONTINUED



JAY AMMON ARCHITECT, INC.
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2.0 Exterior Windows:

Condition Summary: The original courthouse windows are in poor condition and would require extensive repairs to correct the open joints and wood deterioration. The steel windows are severely rusted and repairs would not be practical. A significant amount of rainwater is intruding through many of the aluminum windows and repairs would only be temporary with the use of sealants. In addition, the through-wall flashing above aluminum windows was not properly installed.

Repair Approach: The most cost effective approach is the replacement of all existing windows with a extruded aluminum window that replicates the historic characteristics of the original courthouse windows. This approach also would provide windows with current wind resistance standards including a large missile impact rating which is important for protection of critical use facilities such as courthouses. In addition, the replacement of all windows would provide a unified appearance for the entire building.

Repairs:

- 2.1 Remove all existing windows and replace with an extruded aluminum, hurricane resistant window which replicates the historic windows of the original courthouse.
- 2.2 Replace all existing sealants with a silicon sealant and closed cell backer rod.
- 2.3 Remove three rows of brick above all existing windows of the additions, install through-wall flashing, and install new brick where the existing brick was removed.

3.0 Exterior Doors:

Condition Doors: The original courthouse door frames are in poor condition and would require extensive repairs to correct the open joints and wood deterioration. The original courthouse doors are in fair condition. The aluminum frames and doors of the addition are in fair condition.

Repair Approach: If the decision is made to replace the windows, the doors should also be replaced with extruded aluminum door frames and doors that replicates the historic characteristics of the original courthouse frames and doors. This approach also would provide door assemblies with current wind resistance standards including a large missile impact rating which is important for protection of critical use facilities such as courthouses. In addition, the replacement of all door assemblies would provide a unified appearance for the entire building.

Repairs:

- 3.1 Remove all existing windows and replace with an extruded aluminum, hurricane resistant doors which replicates the historic doors of the original courthouse.
- 3.2 Replace all existing sealants with a silicon sealant and closed cell backer rod.
- 3.3 Remove three rows of brick above all existing doors of the additions, install through-wall flashing, and install new brick where the existing brick was removed.

CONTINUED

RECOMMENDATIONS 4.1



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4.0 Tile Roofs:

Condition Summary: All tile roofs are in general good condition requiring only minor repairs.

Repair Approach: Completion of the minor repairs and implementation of a maintenance program will maximize the expected effective life of the roofing assembly.

Repairs:

- 4.1 Examine all exposed tile underlayment and replace any deteriorated underlayment.
- 4.2 Examine all tile and re-secure all loose tile.
- 4.3 Repaint all exposed wood eave components.

5.0 Modified Bituminous Roofs:

Condition Summary: All modified bituminous roofs are in general good condition requiring only minor repairs.

Repair Approach: Completion of the minor repairs and implementation of a maintenance program will maximize the expected effective life of the roofing assembly.

Repairs:

- 5.1 Conduct roof maintenance including the cleaning of all roof drains..
- 5.2 Contact the manufacturer of the roof membrane to provide a written report of the roof condition and include any required repairs or maintenance necessary to maintain the current roof warranty.